



EMPLOYEE HANDBOOK

Effective 3.1.2021

INTRODUCTION

AAA Tree Service LLC (hereinafter referred to as “Company”) wishes to welcome you as a member of the team. We hope you quickly experience the feeling of being a member of our team as you acquire a basic understanding of our operation(s). As a team, we work together to accomplish our objectives and we are here to help you.

This Employee Handbook (“Handbook”) will provide insight into the roles and responsibilities we each share in ensuring the Company’s continued success. This Employee Handbook contains information about the employment policies and practices of the Company in effect at the time of publication (see date listed on cover page). This handbook supersedes and replaces any and all previous copies in existence prior to the cover date and standalone policies. No policy shall replace those found herein unless in writing. In the event any discrepancies exist between this handbook and the terms of any Collective Bargaining Agreement (hereafter referred to as CBA), the terms in the then-current CBA will prevail for covered Union employees. Employees should take the necessary time to read, understand, and comply with all provisions of this handbook and will be given the opportunity to review these policies while at work. In addition, no Employee Handbook can anticipate every circumstance or question about the Company and Company policies. Therefore, the Company reserves the right to change, at its sole discretion, all such policies and practices (except the AT-WILL employment policy) and the hours, wages, working conditions, branch locations, job assignments, positions, titles, compensation rates and benefits for any employee, with or without notice. No changes guarantee or always warrant an increase in pay.

Every function and position within the Company is considered a vital link in accomplishing the many tasks within the Company. As such, each team member is dependent upon other members to perform to the best of their abilities. It has been the practice and approach of the Company to expand employee job proficiency wherever and whenever possible.

Maintaining effective communication is considered one of our top priorities. As such, whenever you need help or have a question, you are encouraged to seek direction from your Manager or the Human Resources Department. All staff members are expected to partner with their Manager or Supervisor unless extenuating personal or professional circumstances exist. If you are not sure who you should be reporting to, please do not hesitate to ask and/or consult the Human Resources Department.

People are our number one priority: Employees, Customers and our Community. Quality customer service with professional treatment is our number primary goal.

Your behavior and speech should always reflect the highest regard for those we serve. Similarly, your appearance should be professional, appropriate, and in good taste. Remember that you personally should set a good example and that the public will judge the Company by one person's conduct or actions.

The policies within this handbook are to assure that daily decisions impacting employees are made uniformly throughout the Company. It is the responsibility of each Manager to administer these policies in a consistent and impartial manner, and the responsibility of the Human Resources Department to monitor the uniform administration of these policies throughout the Company. All questions regarding the interpretation or application of the provisions of these policies are to be referred to the Human Resources Department.

Equal Opportunity Employment Policy

It is our Company policy to provide Equal Employment Opportunities (“EEO”) for all applicants and employees. The Company does not unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender identity, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information, family care status, military caregiver status, veteran status, marital status, domestic partner status, sexual orientation, or any other basis protected by applicable local, state, or federal laws. When necessary, the Company also makes reasonable accommodations for known physical or mental disabilities of qualified applicants or employees. A qualified applicant or employee who may require a reasonable accommodation in order to perform the essential functions of the job should notify the Company so that we can engage in a timely, good faith, interactive process with the employee or applicant to determine the need for a reasonable accommodation. If a reasonable accommodation exists and will not impose an undue hardship on the Company, that accommodation will be made.

It is the policy of the “Company” to comply with all local, state and Federal laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (“EEOC”). Furthermore, it is our Company policy not to discriminate against qualified individuals with disabilities with regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions and privileges of employment.

The “Company” will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the “Company”. Contact the Human Resources Department with any questions or requests for accommodation, preferably in writing.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs where applicable. It is the responsibility of every Manager and Employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with their Manager and/or the Human Resources Department.

Cultural Competency and Diversity Policy

The Company values and respects the diversity of our employees and their families, and others that come into contact with our organization. The Company recognizes that embracing diversity in the workplace makes for better creativity, acceptance, tolerance, and innovation. It also broadens the range of knowledge, skills, and abilities of our staff members. The Company is committed to enhancing our employees' and other stakeholders' awareness, compassion, and ability to interact with others who are of diverse backgrounds and abilities with dignity, respect, patience, and understanding. Such backgrounds include, but are not limited to, those based on disability, culture, sexual orientation, spiritual beliefs, socioeconomic status, and language.

Anti-Harassment and Retaliation Policy

The Company is committed to a work environment in which all individuals are treated with respect and dignity. The Company seeks to provide a work environment that is free from intimidation and harassment and maintains a strict policy prohibiting harassment because of race, color, religious creed, sex (including breastfeeding and related medical conditions), marital status, physical disability, mental disability, medical condition, age, national origin, ancestry, sexual orientation, genetic information, equal pay/compensation, or any other basis prohibited by federal, state or local law, ordinance or regulation. This policy applies to all persons involved in “Company” operations and prohibits such harassment by any employee of the “Company”, including Managers and co-workers. Prohibited harassment may have occurred even if you have not lost a job or some other economic benefit. However, only harassment that unreasonably interferes with your work performance or creates an intimidating, hostile or offensive work environment is unlawful. Prohibited harassment will not be tolerated, whether or not it rises to the level of unlawful conduct. Harassment and intimidation can arise from a broad range of physical or verbal behavior. Conduct that is prohibited under this policy includes, but is not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, unwanted sexual advances, comments, invitations or jokes, graphic commentaries about an individual’s body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, emails, texts or invitations;
- Visual conduct such as derogatory posters, calendars, materials, photography, cartoons, drawings, and gestures;
- Physical conduct such as an assault, unwanted touching, blocking normal movement, or interfering with work directed at an individual because of his or her gender or any other basis;
- Threats or demands to submit to sexual requests in order to keep a job or avoid some other loss, and offers of job benefits in return for sexual favors, requests for sexual favors used as a condition of employment or affecting any personnel decision such as hiring, promotion or compensation;
- Retaliation for opposing, reporting or threatening to report unlawful harassment, or for participation in an investigation, proceeding or hearing conducted by the Fair Employment and Housing Commission;
- Physical or mental abuse;
- Racial, ethnic and religious insults;

Such harassment or similar unacceptable activities that could become a condition of employment or a basis for personnel decisions, or which create a hostile environment, are specifically prohibited. The objective of this Anti-Harassment and Retaliation Policy is to create a positive working environment that is free from hostile, offensive, intimidating, or harassing conduct that unreasonably interferes with an employee's work on account of any of the types of harassment described above.

In some situations, a person may not realize that his/her behavior is inappropriate or unwelcome. Employees who consider any person's behavior to be inconsistent with these guidelines are encouraged to tell that person that his/her behavior is considered inappropriate and request that the conduct stop. Persons so told should comply immediately and graciously with such requests.

All forms of unlawful harassment are prohibited. If any employee becomes aware of any harassment, this information should be communicated – without fear of retaliation – to the Human Resources Department. If for any reason, an employee would prefer not to discuss the issue of harassment with any of these individuals, the employee is encouraged to report the conduct to any office of the Company. The Company strongly encourages such employees to come forward promptly. Timely reporting is vital to the Company's ability to promptly investigate these complaints. Prompt reporting also discourages the spread of harmful rumors which the Company frowns upon. The Company will continue its practice of taking prompt and necessary steps to investigate, and where appropriate, correct any form of harassment.

If an employee thinks he or she is being harassed on the job because of race, color, religious creed, sex (including breastfeeding and any related medical conditions), marital status, physical disability, mental disability, medical condition, age, national origin, ancestry, sexual orientation, genetic information, equally pay/compensation, or any other basis prohibited by federal, state, or local law or ordinance or regulation, or if an employee observes behavior he or she believes to be in violation of this policy, the employee should use the procedure outlined in this policy to file a complaint and have it investigated. Employees must report conduct prohibited by this policy whether or not they are personally involved. The Company will not retaliate against anyone for reporting any incidents of harassment, for making any complaints of harassment, or for participating in any investigation.

Managers must refer to all harassment complaints, including the conduct of our independent contractors, to the Human Resources Department promptly. The Company will immediately undertake a thorough and objective investigation of the harassment allegations. If an employee has violated this policy, the Company will take remedial action commensurate with the severity of the offense. This may include the discipline of the harasser, up to and including immediate termination. The Company will also take action to deter any further harassment.

In addition to internal investigations performed by the Human Resources Department, the California Department of Fair Employment and Housing (“DFEH”) investigates and may prosecute complaints of harassment independent of the Company. An employee may have a claim of harassment even if he or she has not lost a job or related economic benefit. Whenever an employee thinks he or she has been harassed or that he or she has been retaliated against for resisting or complaining of harassment, that employee may file a complaint with the DFEH. The nearest DFEH office is listed in the telephone book. The Company has a brochure on sexual harassment, which is available to all employees for additional information by contacting the Human Resources department and making such requests in writing.

Anti-Harassment Training

The Company requires all employees hired as, or promoted to, Manager or a Management position to undergo at least (2) hours of interactive sexual harassment and anti-bullying training within the first (6) months of assuming a new Manager or Management position pursuant to California AB 1825 and AB 2053. Additionally, all Managers and Managers must complete at least two (2) hours of interactive sexual harassment training at least once every two (2) years thereafter. These trainings which are offered as an online module will be provided by the Company to be viewed during work hours.

Grievance Policy

The Company is committed to ensuring fair treatment to all employees. On some occasions, employees may feel that they have a grievance and may want to have specific decisions reviewed by others. When possible, the Company encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Company recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Individuals who believe they have been victims of conduct prohibited by this policy statement or who believe that they have witnessed such conduct may also discuss their concerns with their Manager.

The Company encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

This grievance process provides for a systematic review of concerns by Managers who are normally in the best position to make fair and prompt decisions. If the problem is not resolved through those reviews, the procedure provides the review at the Executive level. This formal grievance process does not, and should not, restrict less formal communication with higher levels of management. Efforts should be made to find an acceptable solution by informal means between you and your Manager. If that does not work, you have assured freedom from reprisal in any form for using the formal Grievance Process. For purposes of this procedure, a grievance is defined as any specific complaint by an affected employee concerning discipline received, or alleged unfair or discriminatory conduct on the part of that employee's Manager. A grievance also may include matters related to a Manager's actions, whether that is failing to appropriately adhere to Company policy or administering policies inequitably without a good reason. Since the objective is to resolve the concern as soon as possible, you should discuss any concern with your Manager within three (3) days of becoming aware of the facts involved. Reasonable efforts will be made to meet the timelines outlined below to achieve a prompt review of your concerns.

Any reported allegations of harassment, discrimination, or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with the law, adequate investigation, and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed. Misconduct constituting harassment, discrimination, or retaliation will be dealt with appropriately. If a party to a complaint does not agree with its resolution, the party may appeal to the Company's Human Resources Department. False or malicious complaints of harassment, discrimination, or retaliation may be the subject of appropriate disciplinary action. Union employees, please refer to the applicable CBA.

Grievance Procedure:

Step 1. A manager or Human Resources Department – Verbal

Any employee who believes he or she has reason for dissatisfaction with his or her employment relationship MUST first discuss the problem with their Manager. If for some reason, the employee is unable to discuss the issue with their Manager or if the issue involves the Manager, they may escalate the issue to the Human Resources Department for a confidential conversation.

Step 2. A manager or Human Resources Department – Written

In the event the Manager does not remedy the complaint to the employee's satisfaction during the verbal discussion in Step 1, the employee should submit a written statement of the complaint to the Manager. At the employee's option, he or she may submit the written statement to the Human Resources Department if the issue involves the Manager.

Step 3. Human Resources Department - Written

If the complaint is not settled in Step 2, the employee may present the written statement to the Human Resources Department. The employee must appeal to this step within three (3) working days following receipt of the immediate Manager's answer and if no answer, within (5) days of the date the employee submitted the written statement above.

Step 4. Human Resources Escalation

If the complaint is in regard to your Manager or you have concerns regarding personal safety or confidentiality, you may skip Steps 1-3, and accelerate your complaint to Step 4. The Human Resources Department extends an open-door policy for the discussion of any and all concerns you might have, so when in doubt, feel free to reach out. You may communicate any of your concerns confidentially to the HR department.

EMPLOYEE PROCESSING AND SUPPORT

Human Resources Department

The Human Resources Department has been established to provide employees with information and necessary assistance to understand the Company's personnel policies and to promote a positive work environment. The Human Resources Department is the source for employees to obtain current information on work rules, benefits, personnel policies, payroll data, personnel records, insurance, job opportunities, and benefit continuation privileges upon the termination of employment.

The Human Resources Department is responsible for maintaining complete and up-to-date personnel records for all current employees. All requests for employment verification and employee references must be sent directly to the Human Resources Department without going through your Manager. Employees in other departments are NOT to attempt to provide any such information. The Human Resources Department will handle any inquiries or requests for verification in accordance with company policies.

Open Door Policy

At some time or another, you may have a suggestion, complaint, or question about the Company, your job, your working conditions, or the treatment you are receiving. We welcome your suggestions, complaints, or questions and when the law allows, these will be kept confidential. For issues other than prohibited harassment, we ask that you take your concerns first to your Manager who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to the Human Resources Department, preferably in writing, who will address your concerns. If the problem is about your Manager or you have concerns about reporting your complaint, you may accelerate the issue directly to the Human Resources Department.

New and Returning Employees

New employees will be processed in person at the Human Resources Department when feasible. Employees will be provided with necessary information at the time of hire. Employees will also be required to complete several important forms during the employee signing with the company:

- Employee Information Sheet
- DE-4
- W-4
- I-9
- Direct Deposit Authorization
- At-Will Acknowledgment
- Employee Handbook Acknowledgment
- Any other documents that may be added after the creation of this handbook

These forms are designed to provide necessary payroll information, as well as provide the employee with information regarding their employment rights and responsibilities, as well as the rights and responsibilities of the Company.

Employment Classifications

Company employees are classified as either non-exempt or exempt under State and Federal wage and hour laws. The following is intended to help employees understand employment classifications, employment status, and benefits eligibility. These classifications do not guarantee employment for any specified period of time and do not replace the at-will agreement of all employees. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the Company.

Exempt Employees

Exempt employees are regular employees whose job assignments meet the Federal and State requirements for overtime exemption. Exempt employees are not eligible for overtime pay. Following the completion of the probationary period, full-time exempt employees are eligible for all employee benefits described in this Handbook.

Non-exempt Employees

Non-exempt employees are regular employees subject to federal and/or state overtime regulations and will be compensated for overtime hours worked in accordance with applicable

law. Non-exempt employees must comply with the Company's policies regarding overtime work and flexible schedules for employees.

Full-Time Employees

Full-time employees are employees who are normally scheduled to work and who actively work a schedule of 30 or more hours per week. While 30 hours is the minimum threshold, the company requires employees to work as close to 40 hours per week as possible. This does not include those employees whose average weekly schedule is 29 or less, but who on occasion, exceed the minimum requirements nor is there a continued expectation of a set number of hours between 0 and 30.

Part-Time Employees

Part-time employees are employees who are normally scheduled to work and who actively work 29 hours per week or less. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis and no benefits are available unless expressly Stated and/or required by law.

Temporary Employees

Temporary employees are employees who are employed for short-term assignments. Short-term assignments will generally be periods of three months or less. Temporary employees are not eligible for employee benefits and may be classified as exempt or non-exempt based on job duties.

Immigration Policy (I-9)

The Company is committed to full compliance with federal immigration laws. The Company will not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States. As a condition of employment, all employees are required to complete a DHS Employment Eligibility Verification form (Form I-9) and present acceptable documentation verifying their identity and right to work in the United States in accordance with federal and state immigration law. Failure to present acceptable documentation and complete a Form I-9, or

providing any false or misleading documentation or information concerning identity and authorization for work is grounds for revocation of any offer or immediate termination of employment.

Probationary Period

The first ninety (90) days of continuous employment at the Company, during which you learn your responsibilities and get acquainted with your fellow employees, is considered your probationary period. This also includes the first ninety (90) days in a new position as a result of promotion and/or lateral transfer.

During this time, you will have a chance to decide whether you are, and will continue to be happy with your job, and your Manager will have the opportunity to determine whether you are adapting to your new position. At the Company's discretion, an employee's introductory period may be shortened or extended one or more times. Completion of the initial period does not entitle you to a pay increase or entitle you to remain employed by the Company. You remain an AT-WILL employee, and both you and the Company are free, at any time, for any reason or for no reason, with or without advance notice, to end the employment relationship.

Punctuality and Attendance Policy

Company employees are required to observe regular attendance and to be punctual. The Company relies heavily on teamwork, of which every employee is an essential element, to complete daily tasks. To the best of their ability, each staff member is therefore expected to provide positive contributions to the team effort and the Company objectives, and will be counseled and/or disciplined should a poor work ethic, attendance, and/or absenteeism become a problem. Absenteeism and tardiness place a burden on other employees and on the Company. Excessive absenteeism or tardiness may be the cause for discipline up to and including, termination.

If an employee is unable to report for work on any particular day, they must contact their Manager no later than 90 minutes (Union employees, please refer to applicable CBA) before the start of their regularly scheduled work shift when possible. Failure to report for work without contacting the Manager in this time frame without a justifiable reason will be considered a no call/no show, which is subject to discipline, up to and including termination. Failure to contact your Manager within this time frame for three consecutive days without an acceptable reason will be considered job abandonment and voluntary resignation of employment.

While good attendance is encouraged, no employee should report to work if seriously ill or contagious. Employees who do so will be sent home. If an employee is absent for three or more consecutive days, a medical release will generally be required prior to returning to work. The Company reserves the right to request verification of illness or injury at any time or other documentation acceptable to management for personal absences. An employee who is abusing sick

time is subject to disciplinary action up to and including termination.

Absences protected by State or Federal law will not be used as a basis for disciplinary action. Unauthorized and/or excessive absenteeism may result in disciplinary action, up to and including termination.

Company Time Keeping Software

Each non-exempt employee is responsible for accurately entering their hours on the Company approved time-keeping software in use at the time of handbook publication.

Payroll Deductions – State and Federal laws require the employer to make certain deductions on your behalf. Amounts withheld vary according to how much you earn, your marital status, and the number of your allowances selected. The Company is not a tax specialist and offers no advice or counsel on the number of exemptions you should select. In the event that you are unsure, you are advised to consult a tax professional.

Required deductions include:

1. Social Security (FICA)
2. Federal Income Tax
3. State Income Tax
4. State Disability Insurance (SDI)
5. State and Federal Income Tax Liens
6. Court orders to withhold wages (garnishment) typically associated with family law.
7. Union Dues

By January 31 of the subsequent year, a W-2 form will be mailed to the employee indicating the amount of money earned and taxes withheld during the prior year. The Company will not pay anyone other than the individual listed on the W-4 completed during the new hire process. Any requests to make checks payable to an alternate payee will be disregarded.

Wage Garnishment – This is a legal procedure in which a person's earnings are required by court order to be withheld by an employer for the payment of a debt such as child support. Title III of the Consumer Credit Protection Act (CCPA) prohibits an employer from discharging an employee whose earnings have been subject to garnishment for any one debt, regardless of the number of levies made or proceedings brought to collect it. Title III protects employees from being discharged by their employers because their wages have been garnished for any one debt and limits the amount of employees' earnings that may be garnished in any one week. It does not, however, protect an employee from discharge if the employee's earnings have been subject to garnishment for a second or subsequent debt. Title III applies to all individuals who receive personal earnings and to their employers. Personal earnings include wages, salaries, commissions, bonuses and income from pension or retirement programs, but do not ordinarily include tips. The employee agrees to hold the company harmless and free of any responsibility or liability arising from wage garnishment.

Work Hours and Overtime Policy

All employees working a half-day work shift of a least 5 hours shall be allowed a rest period not to exceed 15 minutes during each half-day shift. Rest periods are to be scheduled at the middle of each shift, or whenever feasible, in accordance with efficient department operations.

Work for non-exempt employees performed in excess of your regular workday, shall be entitled to overtime compensation in accordance with the Federal Labor Standards Act. It is the policy of the Company to pay all overtime in lieu of taking time off, however, overtime is strictly reviewed by payroll and generally not encouraged. Prior to working any overtime, the employee shall get permission from their Manager noting the reason overtime is necessary. Excessive, unapproved overtime will be noted and addressed. **Non-exempt employees are NOT to access Company emails, software or documents or conduct Company business during non-work time.** In furtherance of this policy, company systems are NOT to be downloaded to the personal phones of any employee.

Breastfeeding and Lactation Policy

The Company provides a reasonable amount of time to accommodate any employee desiring to express breast milk for the employee's infant child. The time shall, if possible, run concurrently with any break time already provided to the employee but this is not required. The Company will make reasonable efforts to provide the employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this section.

Work Breaks and Meal Period Policy

Each workday, eligible non-exempt employees are provided with two (2) rest periods of fifteen (15) minutes in length. To the extent possible, rest periods will be provided in the middle of each half shift, or whenever feasible in accordance with efficient Department operations. Since this time is counted and paid as time worked, employees should not leave the Company premises during these rest periods.

All eligible non-exempt employees are provided with one meal period of a minimum of thirty (30) minutes within five hours of starting work if the workday is six (6) hours or more. If the workday is less than six (6) hours, the meal break is waived. Non-exempt employees are REQUIRED to document the lunch break time on the Company timekeeping software. Managers will schedule meal periods to accommodate operating requirements. Eligible employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. Breaks are not accumulative and employees cannot forego break time to use later. All eligible employees are required to take their scheduled rest and meal periods.

EMPLOYEE TRAVEL AND REIMBURSEMENT

Expense Reimbursement Limitations and Receipt Requirements

AAA Tree Service LLC travel is reimbursed only on the basis of actual and reasonable expenses incurred, subject to the limitations set forth in this policy. Original itemized receipts are **required** for all travel expenses up to the maximum allowed. Credit card statements are not considered original receipts.

Personal expenses, such as guest accommodations and other non-business charges, are the responsibility of the traveler.

Lodging: The traveler is to make lodging reservations in advance through the Company's designated employee travel liaison.

Per diem will be allowed for the return day of travel provided employee works a full day (i.e. traveling home on Friday after working).

To secure reimbursement following completion of travel, appropriate receipts must be uploaded to Paycom and for the pay period in which they occurred. If any personal items are on the receipt the reimbursement will be declined.

Performance Evaluation Policy

You will be provided a periodic performance evaluation which is designed to help you become aware of the progress you are making and of the areas in which you are excelling and those

where you may need improvement if any. Employees are asked to sign their evaluation forms after they are read and discussed, acknowledging that the review took place. Nothing in a performance evaluation will change your status as an at-will employee. There shall be no expectation of a wage increase as a result of a performance review. It is the goal of every Manager to complete these reviews within the first 90 days of employment for all new-hires and thereafter on a yearly cadence in March for staff and June for management. The timeframes are approximate and may adjust based on Company needs.

Discipline and Termination Policy

Employment with the Company is AT-WILL and can be terminated by the employee or the Company at any time, with or without advance notice, and with or without cause. If you decide to leave your employment with the Company, we ask that you give at least two weeks' written notice. This will give us the opportunity to make the necessary adjustments in our operation. Excluding extraordinary circumstances, when an employee has been absent for two days and has not contacted his or her Manager, the Company will assume that the employee voluntarily terminated his or her employment as of the end of the second missed day. An employee must return to his or her Manager, all Company-furnished tools, equipment, keys, and other property prior to the last day of employment. All confidential information received while employed with the Company belongs solely to the Company and must be kept confidential even after the employment has ended. Arrangements for clearing any outstanding debts with the Company and receiving a final paycheck should be made with the employee's Manager.

As an at-will employer, Company does not require any particular form or number of disciplinary warnings prior to termination otherwise known as "progressive discipline" (Union employees, please see applicable CBA). The Company reserves the absolute right to terminate your employment at any time, without notice and without cause. The Company may voluntarily provide notice or counseling regarding your conduct or performance so that you may take corrective action or place you on a Performance Improvement Plan (PIP), but the Company is not required to do so prior to termination. This notice and/or counseling may be verbal or written and may include suspension or other forms of disciplinary action including implementing, re-instituting or extending probationary periods, up to termination. However, the use of any corrective or disciplinary action in no way modifies the at-will employment relationship between you and the Company. No Manager may modify or make promises to employees that are inconsistent with this Handbook verbally or in writing.

Personnel Records

The information recorded in your personnel file is extremely important to you and to the Company. It is every employee's responsibility to inform his or her Manager immediately of any changes to the employee's personal information, such as an address, email, or telephone number change. Most changes can be added to the Company's timekeeping software by the employee. If an employee's marital status or dependents change, he or she may have to change the number of exemptions claimed for income tax withholding purposes and change dependent status with insurance plans. Please report such changes to the Human Resources Department.

Employees have the right to inspect their personnel files and payroll records, as provided by law, on Company premises, at a time mutually convenient for the employee and the Company. Employees should give reasonable notice and submit a written request to their manager or Human Resources Department. Employees also have a right to receive copies of documents within the personnel file and copies of payroll records as required by State law. An employee may inspect only his or her own personnel file and may do so in the presence of the Human Resources Personnel. Personnel files are the property of the Company and may not be removed from the Company's premises without written authorization from the Human Resources Department.

Transfer of Personnel Policy

The Company reserves the right to transfer any and all personnel, including Managers, from one branch location to another as Company needs dictate. Failure to accept a change in assignment, hours or responsibilities may result in disciplinary action, up to and including, termination and may be considered a constructive resignation.

WORKPLACE SAFETY

Drug and Alcohol-Free Workplace Policy

AAA Tree Service LLC is committed to maintaining a safe, productive work environment at all company facilities and worksites, and to safeguarding company property. We recognize that our employees are our most valuable resource, and in an effort to maintain their health, safety, and welfare, the following policy was established.

The use of drugs and/or alcohol can undermine employee performance and morale. The type of work being performed can result in serious injury if employees are not capable of focusing on their job tasks, as well as their surroundings and others with whom they work. Additionally, the company is required to enforce compliance with Department of Transportation (DOT) and Federal Motor Carrier Safety Administration (FMCSA) Regulations regarding both drugs and alcohol, the Drug-Free Workplace act of 1988 as amended, various other applicable Federal and State Laws, and the company's customer's drug and alcohol-free workplace requirements. If at any time these regulations, laws, or requirements change, such changes shall become a part of this Policy without amendment and shall become effective as required, except to the extent that such change or amendment is a mandatory subject of bargaining under any applicable Bargaining Agreement.

This policy applies to all employees of the company on the job as well as to situations where an employee's off-the-job conduct impairs work performance, employee safety, the safety of the public, company or customer equipment, or harms the reputation of the company or its customers. The company has no intention of intruding into the private lives of its employees. The company does, however, recognize that involvement with illegal drugs and/or alcohol off the job eventually takes its toll with chemical dependencies, and to assure that employees report to work in a condition to perform their duties safely and efficiently in the interest of their fellow workers, their families, customers, and the general public, as well as themselves.

The company will not tolerate or condone substance abuse. It is the policy of the company that employees who engage in the illegal manufacture, distribution, dispensing, sale, use, possession, or transfer of illegal drugs or controlled substances, or who offer to buy or sell such substances, or who possess, use, or are under the influence of alcohol during working hours, or who abuse prescribed or over-the-counter drugs, will be subject to disciplinary action up to and including termination. Employees undergoing prescribed medical treatment with a controlled substance shall report this treatment to the company for the determination of fitness for duty. Any illegal substances will be turned over to the appropriate law enforcement agency and may result in criminal prosecution. Off-the-job illegal drug use, which could adversely affect an employee's job performance and safety, the safety of a fellow employee, the public, or company or customer equipment is also subject to disciplinary action up to and including termination of employment. Employees who are arrested for off-the-job drug activity will be considered in violation of this Policy. The company expects and requires all employees to work at all times free of drugs and alcohol and free from effects thereof and to support company efforts to eliminate drug and alcohol abuse among employees where it is found to exist.

What Employees Need to Know About DOT & AAA Drug & Alcohol Testing

At AAA Tree Service LLC, we hold all our employees to the Department of Transportation standards. If you perform tasks defined by the US Department of Transportation (DOT) as safety-sensitive, such as driving a truck, then you are subject to DOT workplace drug & alcohol testing. Here are the basics you need to know about DOT's program.

Who is Subject to testing?

In accordance with and subject to the requirements of this policy, those contained in DOT regulations, those stipulated by customers and State or Federal law, the Company has established a testing program for illegal drugs and controlled substances for all AAA employees. Anyone designated in DOT regulations as a safety-sensitive employee is subject to DOT drug & alcohol testing. Commercial Driver's License (CDL) holders who operate Commercial Motor Vehicles, 26,001 lbs. GVWR. or greater or operate a vehicle that carries 16 passengers or more including the driver or required to display a DOT placard in the transportation of hazardous material are considered safety-sensitive employees.

Remember: The tasks you are actually perform qualify you as a safety-sensitive employee, not your job title. Also, some employees, like Managers and Supervisors, may be qualified for these jobs but not currently performing them.

Why are employees tested?

Employees are tested for the safety of the traveling public, co-workers, and themselves. Any employee who has a drug or alcohol problem is encouraged to get professional help before the company identifies the problem. The United States Congress recognized the need for a drug & alcohol free transportation industry, and in 1991 passed the Omnibus Transportation Employee Testing Act, requiring DOT agencies to implement drug & alcohol testing of safety-sensitive transportation employees. Within DOT, the Office of the Secretary's Office of Drug & Alcohol Policy & Compliance (ODAPC) publishes rules on how to conduct those tests, what procedures to use when testing and how to return an employee to safety-sensitive duties. Encompassed in 49 Code of Federal Regulations (CFR) Part 40, ODAPC publishes and provides authoritative interpretations of these rules. DOT agencies write industry-specific regulations, spelling out who is subject to testing, when and in what situations.

What conduct is prohibited by the policy?

As an employee...

- You must not use or possess alcohol or any illicit drug while reporting for work.
- You must not report for service, or remain on duty if you:
 - o Are under the influence or impaired by alcohol:

Have a blood alcohol concentration .04 or greater; (with a blood alcohol concentration of .02 to .039, some regulations do not permit you to continue working until your next regularly scheduled duty period); Have used any illicit drug.

- You must not use alcohol within four hours of reporting for service or after receiving notice to report.
- You must not report for duty or remain on duty when using any controlled substance unless used pursuant to the instructions of an authorized medical practitioner.
- You must not refuse to submit to any test for alcohol or controlled substances.
- You must not refuse to submit to any test by adulterating or substituting your specimen.

Keep these in mind when preparing to report to work.

What drugs are you tested for?

DOT drug tests are conducted only using urine specimens. The urine specimens are analyzed for the following drugs/metabolites:

- Marijuana metabolites/THC
- Cocaine metabolites
- Amphetamines (including methamphetamine, MDMA)
- Opiates (including codeine, heroin (6-AM), morphine)
- Phencyclidine (PCP)

To learn more about the effects of these and other drugs visit the following sites:

- Drugs and Human Performance Fact Sheet. National Highway Traffic Safety Administration (NHTSA) www.nhtsa.dot.gov

- Driving While You Are Taking Medications. National Highway Traffic Safety Administration (NHTSA) www.nhtsa.dot.gov
- Common Drugs of Abuse. National Institute for Drug Abuse (NIDA) www.nida.nih.gov
- Substance Abuse. Substance Abuse and Mental Health Administration (SAMHSA) www.workplace.samhsa.gov
- Drug Facts. Office of National Drug Policy Control (ONDCP) www.whitehousedrugpolicy.gov
- Prevention On-line. National Clearinghouse for Alcohol and Drug Information (NCADI) www.health.org

Specimens Collected for Drug & Alcohol Testing*

Drugs: Urine

Alcohol: Breath & Saliva

* The FRA requires blood specimens as part of their Post-Accident testing.

Can I use prescribed medications & over-the-counter (OTC) drugs and perform safety-sensitive functions?

An employee who is taking a controlled substance or other medication, whether physician prescribed or purchased over the counter, which is labeled as possibly affecting judgment, coordination, or other skills essential to the safe and productive performance of work, must notify his/her supervisor prior to starting work. Management, in consultation with appropriate medical personnel, will then determine the employee's fitness for duty and decide whether the employee can continue to work or if work restrictions should be imposed. The employee must receive written permission to possess such drugs while working on the job. Also, the prescription vial shall be labeled by the dispensing pharmacy and the label shall show the employee's name, physician, prescription number, the date the prescription was filled, and the dosage rate. Prescriptions more than 30 days old will not be allowed. Over the counter medication will be in its original package or container. The employee may only possess enough medication for his or her normal shift.

When will I be tested?

- The company will test all CDL driver's pre-employment and may test other applicants at the Company's discretion

Testing of currently employed individuals will occur in the following circumstances (in addition to all DOT mandated circumstances):

- Reasonable Suspicion/Cause.
- Random.
- Return-to-duty.
- Follow-up.
- Post-Accident

Pre-Employment

All applicants for employment may undergo a pre-employment drug screening (by point-of collection field test or laboratory test, at the option of the company) after having been advised of the necessity for screening as a prerequisite for employment. In the event an applicant commences work prior to testing, a subsequent positive drug test shall result in immediate termination of the applicant's conditional, probationary employment. Such testing shall be done within twenty-one (21) days of commencing work.

Until such a test is completed, the employee shall remain in the status of an "applicant" for purposes of the administration of this policy. All applicants shall sign a copy of the attached Consent Form prior to testing. Refusal to sign said Consent Form shall be treated as an incomplete employment application and the individual shall be ineligible for employment.

Reasonable Suspicion/Cause

Employees are required to submit to any test (whether drug, alcohol, or both) if he or she reports to work and there is reasonable cause to believe the employee is under the influence or impaired by controlled substances. "Reasonable cause" is a belief based on objective and articulable facts sufficient to lead a prudent supervisor to suspect that the person is using drugs. All such incidents shall be reduced to writing prior to the actual testing of the person in question.

Random

You are subject to unannounced random drug & alcohol testing pursuant to our policy in addition to DOT and FMCSA regulations and state law. In addition, all employees may be subject to random alcohol and drug tests if an owner, developer, or customer requires the Employer to perform such tests as a condition of bidding or performing work for that owner, developer, or customer. Under a random selection process, including random drug and alcohol tests administered during the probationary period following a Substance Abuse Professional (SAP) referral, a selected employee will be transported by his or her General Foreperson/Supervisor or other field or Home Office management personnel immediately to a collection site. In this context, "immediately" means that all the employee's actions, after notification, lead to the expeditious submission of the urine specimen.

Failure to show for a test shall result in disciplinary action up to and including termination. Switching, tampering with, or adulterating any specimen or sample collected under the Company's policy for the purpose of testing for drugs or alcohol, or attempting to do so, or assisting another in an attempt to do so, is prohibited and shall also result in disciplinary action up to and including discharge.

Employees shall not be required to submit to random testing more than four times per calendar year.

Pursuant to the regulations of the U.S. Department of Transportation, Title 49 CFR, the Company has implemented the required procedures for random and post-accident testing, defined in the Federal Motor Carrier Safety Regulations Part 382, that is in effect as of the day of this policy. If at any time these regulations change, such changes shall become a part of this policy without amendment and shall become effective as required.

Post-Accident

Employees involved in OSHA recordable on-the-job accidents may be tested (unless it can be readily determined by the investigating authority that the accident was not contributed to by the fault of the employee). The employee will be tested within the first eight (8) hours for alcohol if it is a DOT accident but not later than thirty-two (32) hours for drugs after a confirmed accident, or a drug test will be completed within thirty-two (32) hours after the employee reports an accident. For purposes of this section, “involved” shall mean the injured party or any other employee present at the scene who, in the opinion of the investigating authority, could have prevented or had the responsibility for preventing the accident.

The company may require a drug test of any employee involved in or associated with, an accident, or serious near-miss, which results in the damage, theft, or injury to company equipment, vehicles, materials, private property, customer property, other company personnel, or non-company individuals. The final determination to test an employee shall be made by a Management official as part of a post-accident investigation.

Remember: Safety-sensitive employees are obligated by law to submit to and cooperate in drug and alcohol testing mandated by DOT regulations.

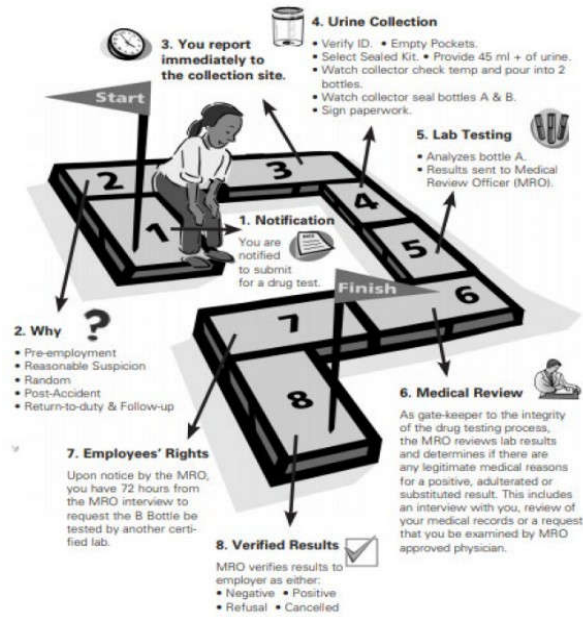
Return-to-Duty

Any employee who has been separated from active service for a period of 30 days or longer and is recalled may be subject to a pre-employment test. If you have violated the prohibited drug and alcohol rules, you are required to take a drug and/or alcohol test before returning to safety-sensitive functions for any DOT-regulated employer. You are subject to unannounced follow-up testing at least 6 times in the first 12 months following your return to active safety-sensitive service. Return-to-duty tests must be conducted under direct observation.

Follow-up

The amount of follow-up testing you receive is determined by a Substance Abuse Professional (SAP) and may continue for up to 5 years. This means the SAP will determine how many times you will be tested (at least 6 times in the first year), for how long, and for what substance (i.e. drugs, alcohol, or both). Follow-up testing is in addition to all other DOT required testing. All follow-up tests will be observed.

Overview of Drug Testing



The Drug Testing Process

Drug tests will be conducted by a supervisor or qualified collection facility, and proper chain of custody procedures will be observed for samples. Any field testing that results in a Non-Negative must be verified through the approved laboratory. The cost of initial testing and confirmatory testing (if required) will be covered by the company.

If the employee refuses to take a requested test or refused to cooperate with the administration of the drug test, the employee will be advised that the failure to cooperate with the drug test will be handled as a positive test result and the employee shall be deemed to have voluntarily quit his or her employment. As indicated in this policy, any Federal Department of Transportation or State Department of Transportation requirements for both drug and/or alcohol testing will be accomplished in accordance with those Federal or State requirements and shall be in addition to any requirements of this policy.

A Medical Review Officer (MRO) will review all drug results before they are reported to the Designated Employer Representatives. The MRO will receive all test results from the laboratory. The MRO will interpret the results and notify the employee of any positive results. The MRO will then provide the employee the opportunity to discuss the results, verify the results, and review any medical history, including any appropriate medical records provided by the person tested. This review and interpretation are to determine if there is an alternate medical explanation for the confirmed positive test result. The MRO will then verify that the laboratory report and assessment are correct and notify the Designated Employer Representative of the pass/fail results.

Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular specimen is invalid for testing. Upon reaching such a conclusion, the MRO will cancel the test and determine whether there is a medical explanation for the specimen's invalidity. If no explanation is found, the MRO will order that the individual be tested again using direct observation collection procedures.

An employee who is tested pursuant to DOT or FMCSA Regulations and whose test is verified as positive, adulterated, or substituted is entitled to have the split specimen tested if the request for such testing is received by the MRO within seventy-two (72) hours of the employee's receipt of the verified test results. Employees will be responsible for the cost of the split specimen testing if the original result is reconfirmed.

The MRO will approve all retest results to be sent to Substance Abuse and Mental Health Service Administration (SAMHSA) certified laboratories at the employee's expense (employee will be reimbursed if the retest is negative) and notify the laboratory in writing to maintain verified positive urine in secured frozen storage for more than 365 days if required for a court case or for some other reason. The MRO shall also conduct additional examinations, interviews, and/or counseling, as necessary, to ascertain whether a situation constitutes covered personnel's failure to be fit for duty. The MRO shall participate in and provide all information necessary to the individual(s) reviewing and resolving appeals by employees. Because it is possible that some analytes may deteriorate during storage the results of a retest are to be reported as confirmation of the original test results if the detected level of the drug is: a) below the DOT established limit; and/or b) equal to or greater than the sensitivity of the test.

The following is a list of stipulated minimum levels of intoxicants that the company may test for, including the metabolites for the initial test and confirmatory test, subject to automatic amendment in the event State or Federal law requires otherwise from time to time:

Substance	Initial Test Level	Confirmatory Test Level
Marijuana Metabolite	50 ng/ml	15 ng/ml
Cocaine Metabolite	150 ng/ml	100 ng/ml
Opiates, Codeine, Morphine	2000 ng/ml	2000 ng/ml
Phencyclidine, Metaboles	25 ng/ml	25 ng/ml
Amphetamine, Methamphetamine	500 ng/ml	250 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml

In the event the employee is unable to produce an adequate specimen for testing, up to 40 ounces of fluid may be given at the collection site to stimulate the ability to produce a specimen. If after a three (3) hour period, the employee is still unable to produce a specimen, the collecting facility shall notify the employer and refer the employee for immediate medical evaluation. If the medical evaluation does not identify a reason for the inability to produce a sample, it will be considered a refusal to provide a sample.

What are Medical Review Officers (MRO)?

Under DOT regulations, MROs are licensed physicians with knowledge and clinical experience in substance abuse disorders. They must also complete qualification training courses and fulfill obligations for continuing education courses. They serve as independent, impartial gatekeepers to the accuracy and integrity of the DOT drug testing program. All laboratory results are sent to an MRO for verification before a company is informed of the result. As a safeguard to quality and accuracy, the MRO reviews each test and rules out any other legitimate medical explanation before verifying the results as positive, adulterated, or substituted.

The Alcohol Test Process

Non-DOT alcohol tests that test above .02 but not above .039 will result in a 24-hour suspension as long as the employee is able to test below .02 after 24 hours. A result above .039 will constitute a positive result and the employee will be immediately suspended if the positive test is a second violation of the substance abuse policy the employee will be discharged. An employee that tests positive for Alcohol and does not have a prior positive drug test, alcohol test, or a violation of the substance abuse policy will be required to complete an approved SAP treatment to be eligible for rehire.

If after several attempts you are unable to provide an adequate amount of breath, the testing will be stopped. You will be instructed to take a medical evaluation to determine if there is an acceptable medical reason for not providing a sample. If it is determined that there is no legitimate physiological or psychological reason, the test will be treated as a refusal to test.

What is considered a refusal to test?

AAA Tree Service LLC and DOT regulations prohibit you from refusing a test. The following are some examples of conduct that the regulations define as refusing a test (See 49 CFR Part 40 Subpart I & Subpart N):

- Failure to appear for any test after being directed to do so by your employer.
- Failure to remain at the testing site until the testing process is complete.
- Failure to provide a urine or breath sample for any test required by federal regulations.
- Failure to permit the observation or monitoring of you providing a urine sample. (Please note tests conducted under direct observation or monitoring occur in limited situations. The majority of specimens are provided in private.)
- Failure to provide a sufficient urine or breath sample when directed, and it has been determined, through a required medical evaluation, that there was not an adequate medical explanation for the failure.
- Failure to take a second test when directed to do so.
- Failure to cooperate with any part of the testing process.
- Failure to undergo a medical evaluation as part of “shy bladder” or “shy lung” procedures.
- Failure to sign Step #2 of the ATF.
- Providing a specimen that is verified as adulterated or substituted.
- Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
- Failure to follow the observer’s instructions [during a direct observation collection] to raise your clothing above the waist, lower clothing, and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other devices that could be used to interfere with the collection process.
- Possess or wear a prosthetic, or other devices that could be used to interfere with the collection process.
- Admit to the collector or MRO that you adulterated or substituted the specimen.

What happens if I test positive, refuse a test, violate this policy, or violate a DOT drug & alcohol rule?

If you test positive, refuse a test, violate this policy, or violate DOT drug & alcohol rules:

- A supervisor or company official will immediately remove you from your duties or DOT regulated safety-sensitive functions.
- You will not be permitted to return to work or performing DOT regulated safety-sensitive duties until you have:
 - Undergone an evaluation by a Substance Abuse Professional (SAP);
 - Successfully completed any education, counseling or treatment prescribed by the SAP prior to returning to service; and
 - Provided a negative test result for drugs and/or a test result of less than 0.02 for alcohol. (return-to-duty testing)
- Upon return to a safety-sensitive job, you will be subject to unannounced testing for drugs and/or alcohol no less than 6 times during the first 12 months of active service with the possibility of unannounced testing for up to 60 months (as prescribed by the SAP). These tests (including the return-to-duty test) will be directly observed.

What are SAPs?

Under DOT regulations, SAPs are Substance Abuse Professionals. They play a critical role in the workplace testing program by professionally evaluating employees who have violated DOT drug & alcohol rules. SAPs recommend appropriate education, treatment, follow-up tests, and aftercare. They are the gatekeepers to the re-entry program by determining when a safety-sensitive employee can be returned to duty.

SAPs are required to have a certain background and credentials, which include clinical experience in the diagnosis and treatment of substance abuse-related disorders. They must also complete qualification training and fulfill obligations for continuing education courses. While SAPs do make recommendations to the employer about an employee's readiness to perform safety-sensitive duties, SAPs are neither an advocate for the employee or the employer, and they make return-to-duty recommendations according to their professional and ethical standards as well as DOT's regulations.

Remember: Even if an SAP believes that you are ready to return to work, AAA LLC is under no obligation to return you to work. Under the regulations, hiring and reinstatement decisions are left to the employer.

How do I find an SAP?

If you violate a DOT drug or alcohol rule, AAA is required to provide you with a list of SAPs' names, addresses, and phone numbers that are available to you and acceptable to us.

Will my results be confidential?

Information regarding an individual's drug testing or rehabilitation may be released only upon written consent of the individual except that such information may be released regardless of consent to the Administrator or the representative of a State or Federal agency as part of an accident investigation or an unemployment or worker's compensation proceedings, where required by the terms of a customer contract or in any litigation involving the employer and employee. Statistical data related to drug testing and rehabilitation that is not name-specific and training records may be made available to the Administrator or the representative of a State agency upon request.

It is required that the following personal information collected and maintained under this part shall be reported to the Clearinghouse:

- Any verified positive, adulterated or substituted drug test result
- An alcohol confirmation test with a concentration of 0.04 or higher
- A refusal to submit to any required test
- AAA LLC report of actual knowledge, as defined at 382.107 of:
- On duty alcohol use pursuant to 382.205
- Pre-duty alcohol use pursuant to 382.207
- Alcohol use following an accident pursuant to 382.209
- Controlled substance use pursuant to 382.213
 - A substance abuse professional (SAP) report to the successful completion of the return to duty process
- A negative return to duty test
- AAA LLC report of completion of follow up testing.

Will the results follow me to different employers?

Yes, your drug & alcohol testing history will follow you to your new employer if that employer is regulated by a DOT agency. AAA Tree Service LLC is required by law to provide records of your drug & alcohol testing history to your new employer. This is to ensure that you have completed the return-to-duty process and are being tested according to your follow-up testing plan.

Will the results follow me to different employers?

Yes, your drug & alcohol testing history will follow you to your new employer if that employer is regulated by a DOT agency. AAA Tree Service LLC is required by law to provide records of your drug & alcohol testing history to your new employer. This is to ensure that you have completed the return-to-duty process and are being tested according to your follow-up testing plan.

What should I do if I have a drug or alcohol abuse problem?

Seek help. Jobs performed by safety-sensitive transportation employees keep America's people and the economy moving. Your work is a vital part of everyday life. Yet, by abusing drugs or alcohol, you risk your own life, your co-worker's lives, and the lives of the public. Most every community in the country has resources available to confidentially assist you through the evaluation and treatment of your problem. If you would like to find a treatment facility close to you, check with your local yellow pages, local health department, or visit the U.S. Department of Health and Human Services treatment facility locator at <http://findtreatment.samhsa.gov/>. This site provides contact information for substance abuse treatment programs by state, city, and U.S. territories.

Did you know?

Did you know that 6 out of 10 people suffering from substance abuse problems also suffer from mental conditions like depression?

* Research has long documented that people suffering from depression try to self-medicate themselves through alcohol and other drugs. Typically, many of these individuals fail to remain

clean and sober after rehabilitation because their underlying medical problem is not addressed, and the cycle of self-medication begins again.

* The Dual Challenge of Substance Abuse and Mental Disorders, NIDA Director Nora D. Volkow, M.D., NIDA Notes, Vol. 18, No. 5. Increase your chances of rehabilitation. Be sure to ask your doctor or other mental health professionals about depression as it relates to substance abuse issues.

But I have more questions?

The Human Resource Department at AAA LLC is available to help answer any questions you may have on this policy. Please contact Human Resources at 559-641-2434. You may also contact the DAPC with questions regarding DOT drug & alcohol testing regulations at 202-366-DRUG (3784) or visit their website at www.dot.gov/odapc for frequently asked questions, official interpretations of the regulations and regulatory guidelines.

DRUG & ALCOHOL TESTING POLICY ADDENDUM

Employee Education Material

The addendum and educational material is for the employers and employees regulated by the Federal Motor Carrier Safety Administration (FMCSA).

AAA Tree Service LLC is providing this information regarding the Commercial Driver's License Drug and Alcohol Clearinghouse. The Clearinghouse rule takes effect on January 6, 2020. All queries and reporting will be for information as of the effective date and not any information prior to the effective date of January 6, 2020.

AAA Tree Service LLC has a requirement to publish educational materials to drivers about the Clearinghouse and other regulatory changes contained in the Clearinghouse Final Rule issued December 5, 2016; and to notify drivers that drug and alcohol test information will be reported to the Clearinghouse beginning January 6, 2020, so as to encourage drivers to seek substance abuse treatment if they currently have a problem with the misuse of alcohol and/or use of a controlled substance(s).

Information about a driver reported to the Clearinghouse will include the driver's name, date of birth, and commercial driver's license (CDL) number and State of issuance. Other information about specific tests and regarding the return to duty process will be reported. The information reported will be available when queries are made by existing and hiring employers, FMCSA, State Driver Licensing Agencies, and State law enforcement personnel. The Clearinghouse will notify a driver using the method indicated during the driver's Clearinghouse registration—either mail or email—any time information about the driver is added, revised, or removed. If the driver has not yet registered for the Clearinghouse, these notifications will be sent by mail using the address associated with the driver's commercial driver's license (CDL). There is a petition process for drivers to request corrections to their Clearinghouse record (§ 382.717). Drivers may challenge only the accuracy of the information reported, not the accuracy or validity of test results or refusals.

Driver violation records will be available in the Clearinghouse for five years from the date of the violation determination, or until the violation is resolved through the successful completion of the return-to-duty (RTD) process and follow-up testing plan, whichever is later.

Only DOT drug and alcohol test results authorized by the Federal Motor Carrier Safety Administration (FMCSA) are reported to the Clearinghouse. The identifying number for the driver will always be the CDL driver's license number and the state of issue.

Do Drivers Need to Register in the Clearinghouse?

Yes and no. Clearinghouse registration is not a required step for driver's but it is highly recommended. If a driver is never required to provide consent to a pre-employment or other full queries, and never incurs a drug and alcohol program violation, then the driver will not need to register for the Clearinghouse.

However, a driver will need to be registered to provide electronic consent in the Clearinghouse for a prospective or current employer to conduct a full query of his or her driver record. A full query releases detailed violation information contained in a driver's Clearinghouse record to the querying employer.

Beginning January 6, 2020, a full query will be required during a pre-employment driver investigation for a commercial driver's license (CDL) holder who will perform safety-sensitive functions, including operating a commercial motor vehicle (CMV). A driver must also be registered to view the information electronically in his or her own Clearinghouse record. This

information would include any violation information available in the Clearinghouse, along with the status of their return-to-duty (RTD) process, if applicable.

Once registered a driver will be able to perform the following in the Clearinghouse:

- View their own driver record electronically.
- Provide consent to release detailed violation information to a current or prospective employer.
- Identify a substance abuse professional (SAP) so the SAP may enter specific information regarding the driver's return-to-duty (RTD) activities.

Information about a driver reported to the Clearinghouse will include the driver's name, date of birth, and commercial driver's license (CDL) number and State of issuance. Other information about specific tests and regarding the return to duty process will be reported. The information reported will be available when queries are made by existing and hiring employers, FMCSA, State Driver Licensing Agencies, and State law enforcement personnel.

The Clearinghouse will notify a driver using the method indicated during the driver's Clearinghouse registration—either mail or email—any time information about the driver is added, revised, or removed. If the driver has not yet registered for the Clearinghouse, these notifications will be sent by mail using the address associated with the driver's commercial driver's license (CDL). There is a petition process for drivers to request corrections to their Clearinghouse record (§ 382.717). Drivers may challenge only the accuracy of the information reported, not the accuracy or validity of test results or refusals.

What Driver Information does the MRO report into the Clearinghouse?

For positive drug test results and MRO determined refusals to test, the Medical Review Officer (MRO) will report information as follows to the Clearinghouse.

- Reason for the test:
- Federal Drug Testing Chain of Custody Form (CCF) specimen ID number:
- Driver's name, date of birth, and commercial driver's license (CDL) number and State of issuance:
- Employer's name, address, and USDOT Number, if applicable:
- Date of the test and date of the verified result:

- Test result:
- In the case of an adulterated specimen, the adulterant/reason must also be provided.

If an MRO changes a verified drug test, the MRO will submit that change to the Clearinghouse within one business day of making the change in the reported results.

What Driver Information does the Employer report into the Clearinghouse?

- An alcohol confirmation test result with an alcohol concentration of 0.04 or greater:
- A CDL driver's refusal to submit to a Department of Transportation (DOT) test for drug or alcohol use as determined by the employer:
- Actual knowledge of drug or alcohol use while working, as defined in § 382.107:
- Negative Return to Duty test results:
- The date the driver successfully completed all follow-up tests as ordered by the substance abuse professional (SAP).

What Driver Information does the SAP report into the Clearinghouse?

The Substance Abuse Professional (SAP) reports information on a driver who has entered the SAP program. The information reported includes the date of completion of the initial assessment, and the date the SAP determines that the driver is eligible for RTD testing.

Queries and Consent

An employer must conduct a pre-employment query for a prospective employee in the Clearinghouse prior to hiring the employee for a position requiring him or her to perform safety-sensitive functions, such as operating a commercial motor vehicle (CMV). The employer must also query the Clearinghouse annually for all currently employed CDL drivers.

The Clearinghouse rule states, "No employer may query the Clearinghouse to determine whether a record exists for any particular driver without first obtaining that driver's written or electronic consent." The type of consent required depends on the type of query. For a limited query, general consent is required. For a full query, the driver must provide a specific consent to the employer

prior to each full query. This consent must be provided electronically within the Clearinghouse. For all pre-employment, a full query is required.

How is Driver Information Protected in the Clearinghouse?

The Federal Motor Carrier Safety Administration (FMCSA) takes the protection of personal information very seriously. The Clearinghouse will meet all relevant Federal security standards and FMCSA will verify the effectiveness of the security protections on a regular basis.

- Clearinghouse information will not be available to the public; only authorized users will be able to register and access the Clearinghouse for designated purposes.
- The Clearinghouse will require authentication, via a login.gov username and password, to access records. Login.gov, a shared service that offers secure online access to participating government systems, also requires the completion of a user verification process to ensure the proper person is using those credentials.
- Drivers registered in the Clearinghouse will be able to access their Clearinghouse records at any time and at no cost to them. Drivers will only be able to access their own information, not information about other drivers.
- FMCSA will only share detailed drug and alcohol violation information with a prospective or current employer, and/or their designated consortium/third-party administrator (C/TPA), when an employer or designated C/TPA has requested and received specific consent from the driver. Drivers will be able to see the information that would be released to an employer before consenting to the release.
- Driver information will only be used by FMCSA and other enforcement agencies as required to enforce drug and alcohol testing regulations.

If you have questions about the Clearinghouse, please contact AAA Tree Service LLC's Designated Employer Representative (DER).

Effects of Alcohol and Controlled Substances

ALCOHOL: Alcohol, a central nervous system depressant, is the most widely abused drug. About half of all auto accident fatalities in this country are related to alcohol abuse. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Each one-half ounce of alcohol takes the average body about one hour to process and eliminate. On average, heavy abuse shortens their life span by about ten years.

MARIJUANA: Alters a sense of time and reduces the ability to perform tasks requiring concentration, swift reactions, and coordination. The drug has a significant effect on judgment, caution, and sensory/motor abilities. While alcohol dissipates in a matter of hours, marijuana stays in the body for 23 days.

COCAINE: A stimulant drug, which increases the heart rate and blood pressure. As a powder, cocaine is inhaled, ingested, or injected. It is also used as free-base cocaine known as "crack" or "rock", which is smoked. The most dangerous effects of crack is that it can cause vomiting, rapid heartbeat, tremors, and convulsive movements. Many people think that because crack is smoked, it is "safer" than other forms of cocaine use. It is not. Crack cocaine is one of the most addictive substances known today.

AMPHETAMINES: Drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general physical activity. Restlessness, anxiety, mood swings, panic, and coma have been reported. People with a history of sustained low dose use quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the "down" mood they experience when the "high" wears off.

OPIATES: Opiates, including heroin, morphine, and codeine are narcotics used to relieve pain and induce sleep. Other effects include short-lived state of euphoria, impaired driving ability, drowsiness followed by sleep, constipation, decreased physical activity, reduced vision, change in sleeping habits, and possible death. Common street names are "horse", "hard stuff", "morpho", "M", "brown sugar", "Harry", and "Mr. H". Heroin accounts for 90% of the narcotic abuse in this country.

PCP: Phencyclidine, also called "angel dust", "rocket fuel", "super kools", and "killer weed" was developed as a surgical anesthetic in the late 1950s. Today it has no lawful use and is no longer legally manufactured. PCP scrambles the brain's internal stimuli and alters how users see and deal with their environment. It is a dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by the erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body.

Employee Drug-Free Awareness

California has now legalized marijuana. However, this does not change the Company policy with regard to consumption. Employees are not permitted to consume alcohol or marijuana on Company premises, smoke or vaporize marijuana in any non-smoking area outside of Company premises, consume marijuana while driving or riding as a passenger on Company business, or possess marijuana at any given time.

Workplace Bullying

The Company defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates the company Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including managers and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when addressing appropriate discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The Company considers the following types of behavior examples of bullying:

- Verbal bullying: Slandering, ridiculing, or maligning a person or his/her family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying: Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; damage to a person’s work area or property.
- Gesture bullying: Nonverbal threatening gestures or glances that convey threatening messages.
- Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

Workplace Violence Prevention and Intervention

The safety and security of employees are of vital importance to the Company. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the Company should be reported to the Human Resources Department. The prohibition against threats and acts of violence applies to all persons involved in the Company operations including

but not limited to, Company personnel, contract, and temporary workers. Violations of this policy by any individual may result in disciplinary and/or legal action as appropriate.

The Company has adopted the following policies to ensure the safety of its employees and to provide guidance in dealing with violence in the workplace. Each employee is required to:

1. Immediately report all indirect and direct threats of violence to a Manager.
2. Immediately report all suspicious individuals or activities to a Manager.
3. Avoid placing him or herself in a position of peril.
4. Immediately call 911 and seek shelter if the employee hears a violent commotion near his or her workstation.
5. Cooperate fully with security, law enforcement, and medical personnel who respond to a call for help.

Safety

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client. Although most safety regulations are consistent throughout each branch, each employee has the responsibility to identify and familiarize him or herself with the emergency plan for his/her working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

It is the responsibility of the employee to complete an Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination. Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or Company property at risk can lead to employee disciplinary action up to and including termination.

Report all unsafe conditions or hazards to your supervisor or the Safety Officer immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on Company premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible, bring it to the attention of your supervisor or the Safety Officer immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Safety Officer regarding the problem.

You may operate equipment or machinery or perform tasks only if you are qualified by training or experience, and such training meets company requirements and documentation procedures. All workplace injuries and illnesses must be immediately reported to your supervisor and the Safety Officer.

AAA has in place a written Injury and Illness Prevention Program (IIPP) as required by law. If you have not reviewed a copy of the IIPP please contact the Safety Officer. It is your responsibility to read, understand, and follow the Injury and Illness Prevention Program provisions applicable to your work assignment.

WORKPLACE EXPECTATIONS

MEDICAL PRIVACY PRACTICE AND POLICY

The Company is committed to protecting the privacy of our employee's medical information¹. As a general rule the Company will not reveal medical information about an employee unless there is a legitimate business reason to do so or consent has been authorized.

The Company has a number of ways to obtain medical information about employees, whether it is because they volunteer it when they call in sick or tell co-workers, or because they provide requested information on health insurance applications or short term disability/workers compensation claim forms. However, just because the Company has the information does not mean that it should be shared with anyone in the workplace.

Per the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Company shall maintain the privacy of Protected Health Information ("PHI") and shall provide individuals covered under our Group Health Plan with notice of our legal duties and privacy practices concerning PHI. The Company will abide by the terms of this policy so long as it remains in effect. The company reserves the right to change the terms of this policy as necessary and to make the new policy effective for all PHI maintained by the Company. If, however, the Company makes material changes to our privacy practices, copies of revised Notices will be mailed or electronically submitted to all policyholders then covered by the Group Health Plan.

Per Title, I of the Americans with Disabilities Act (“ADA”), information obtained by Company regarding the medical condition or history of an applicant or employee, shall be collected on separate forms, kept in separate medical files, and be treated as a “confidential medical record.” [29 C.F.R. §1630.14(b)(1)]. Company will keep confidential any medical information it learns about an applicant or employee subject to the following exceptions: Employer may disclose to:

- (i) Supervisors and Managers if it relates to "necessary restrictions on the work or duties of the employee and necessary accommodations:"
- (ii) First aid and safety personnel "when appropriate, if the disability might require emergency treatment:"
- (iii) Government officials investigating compliance with the ADA, upon request:
- (iv) State workers’ compensation offices, workers’ compensation insurance carriers, and to health care professionals when seeking advice in making reasonable accommodation determinations; and
- (v) Brokers and carriers for medical insurance purposes.

An employee may discuss his or her own medical information if necessary, for the performance of job duties. Such discussion may take place only if reasonably necessary to fulfill a legitimate business objective and should be tailored to disclose only that which is required to key personnel. Other staff members are not permitted to discuss the health condition of another employee for any reason. For example, if an employee will be out of the office due to an illness, a supervisor may advise other staff members that the employee will be out and make appropriate staffing decisions to fill in for that absence but conversations about diagnoses, medications, speculation about one’s condition, etc. are specifically prohibited. If an employee is concerned about a co-worker’s possible medical condition, the employee must not discuss such concern with anyone in the workplace.

An employee who is found to have discussed medical information about another employee with anyone else in violation of this policy, or who is found to have released such information without authorization, will be subject to severe disciplinary action, up to and including immediate termination from employment. In addition, State and Federal laws may subject such an employee to both civil and criminal action in a court of law.

Confidentiality Policy

Our clients and other parties with whom we do business entrust the Company with important information relating to their businesses. It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a “need to know.” If an employee questions whether certain information is considered confidential, he/she should first check with his/her Manager. This policy is intended to alert employees of the need for discretion at all times and is not intended to inhibit normal business communications.

Conflicts of Interest Policy

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an employee may be faced with situations in which business actions are taken on behalf of the Company may conflict with the employee’s own personal interests. Company property, information or business opportunities may not be used for personal gain.

Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction, or relationship that might give rise to a conflict of interest, employees must seek review from their Manager or the Human Resource Department.

Expectation of Privacy

All offices, including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, electronic mail, telephone systems (land-lines and cellular lines), office systems, modems, facsimile machines, duplicating machines, and vehicles are to be used only for Company business and must be properly used and maintained. Personal items and messages or information that an employee considers private should not be placed or kept in these places, including the computer systems, voice mail systems or electronic mail systems. **EMPLOYEES HAVE NO EXPECTATION OF PRIVACY IN ANY OF THESE AREAS.**

This policy will be strictly enforced. The Company reserves the right, at any time, and without prior notice, to inspect any and all of the Company's property or facilities to ensure that this policy is being followed. Inspections may be conducted during or after business hours and in the presence or absence of any employee, with the exception of the restroom and changing areas while they are in use.

Employees are not permitted to use any Company property for personal use, such as computers, labelers, copy machines, fax machines, postage meters, supplies, tools, vehicles, calculators, typewriters, or credit cards without permission. Employees are expected to refrain from using Company telephones for personal calls with the exception of placing or receiving an emergency

call. Fax machine or postage meter use for personal matters and personal long-distance phone calls are not permitted without authorization from your Manager.

When using Company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. An employee must notify a Manager if any equipment, machine, tool, or vehicle appears to be damaged, defective, or in need of repair. Prompt reporting helps prevent possible injury to employees or others and deterioration of equipment. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles may result in disciplinary action up to and including termination. Employees are prohibited from using a cellular phone when driving a motor vehicle and must comply with Hands-Free statutes. Specifically, drivers are not allowed to hold their cellphones in their hands for any reason, including using any of a phone's apps.

Company property may not be lent to anyone other than the employee they are issued to. Valuable company property must not be left in vehicles and must always be securely stowed. Any loss or damage to company property must be reported to the employees' supervisor immediately. All company property must be returned immediately upon termination of employment.

Property Inspection

NO EMPLOYEE SHOULD HAVE ANY EXPECTATION OF PRIVACY REGARDING ANY ASSIGNED DESK, OFFICE, VEHICLE OR WORK STATION.

As such, please do not store anything you consider personal or private in your desk. Moreover, The Company reserves the right to open and inspect any workspace, as well as any contents, effects, or articles that are in desks, offices, vehicles, or workstations to the fullest extent permitted by law. Such an inspection can occur at any time, with or without advance notice or consent. An inspection may be conducted before, during, or after working hours by a Manager or any personnel designated by the Company.

Prohibited materials, including but not limited to pornography, weapons, firearms, explosives, alcohol, non-prescribed drugs or medications, prescription drugs not in their original containers, marijuana and illegal drugs may not be placed in a desk. Perishable items should not be stored in lockers or desks or left for prolonged periods. Employees who, if requested, fail to cooperate in any inspection will be subject to disciplinary action up to and including termination. The

Company is not responsible for any articles brought to the workplace that become lost, damaged, stolen or destroyed.

In order to maintain and promote efficient operations, discipline and security, the Company maintains rules applicable to all employees that govern solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should consult with his or her Manager immediately. These rules are:

1. Unless you have a previous personal relationship with the party to whom your solicitation is directed or it is requested, NO employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.
2. No employee shall post, distribute (by email or hard copy) or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed. This includes posting items on the refrigerator or break room walls. Company bulletin boards are reserved for the exclusive use of the Company for posting work-related notices or notices which must be posted pursuant to local, State and Federal law. From time to time, special notices and information for employees will be posted by the Company on the bulletin boards. Please check the boards regularly for such notices. These boards are NOT for employee posting.
3. No employee shall enter or remain in Company work areas for any purpose except to report for, be present during, and to conclude a work period. Non-exempt employees must not begin work and clock-in at his or her working area more than ten (10) minutes before they are scheduled to begin and must stop work and clock-out from his or her work area no later than ten (10) minutes after their work scheduled for the day is completed unless there are extenuating, emergency or approved circumstances. "Work area" does not include Company parking lots, gates or other similar outside areas.
4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on Company property.

Visitors, Personal Calls & Cell Phone Policy

In order to avoid interruptions of your work and to assure efficiency, personal calls and visits will be accepted for you only in cases of emergency. We ask that you make outside calls and/or texts during rest and meal breaks. Excessive personal phone calls and text messaging will be the cause for discipline. ***Personal cell phones are to be put away at all times unless utilized for work purposes.*** Personal long-distance calls by an employee are **PROHIBITED** unless the call is charged to the employee's home telephone number or a personal credit card and should be placed during break time or during the lunch break. Employees should make every effort to keep incoming personal calls to a minimum. All calls should be limited in number kept to a short duration during working hours and should not interfere with normal department business.

Personal cell phone use should be kept to a minimum while you are working and must not impede productivity or safety. The use of cell phones or other electronic devices while in fieldwork zones is strictly prohibited. Cell phones are to be kept in vehicles and can be used only during breaks or at lunchtime with the exception of all General Foreman and Foreman who are required to keep their cell phones on them to contact 911 in case of an emergency and to communicate with management.

If you are required to perform business on a cell phone for AAA while driving, you must pull over to a safe place or utilize the hands-free option on the cell phone or a headset/earpiece device. Sending or reviewing text messages or emails or reviewing the contents of your cell phone while driving is also prohibited.

If you are assigned a Company cell phone to conduct Company business, please notify your supervisor if the cell phone is misplaced, stolen or damaged. Personal calls, received or placed, are [not allowed] on Company cell phones. The Company retains the right to enter into any cell phone system and to inspect and review any and all data recorded in the systems. Because the Company reserves this right, no message or data placed or received on the Company's cell telephones should be considered private or confidential. Employees may make reasonable and necessary personal calls but must keep such calls to a minimum.

Technology Policy

All computer equipment and communicative systems issued to employees by the Company, including, but not limited to cellular telephones, pagers and other means of on/off-premises communications, and voicemails are to be used only for official Company operations, and are the property of the Company. The Company reserves the right to monitor the use of its equipment and systems for any reason. Employees are not to install any software, additional equipment or alter any systems without prior approval of the department Manager. Outside diskettes, or Internet downloads, are to be scanned for viruses before being loaded to the hard drive or installed into the computer system. E-mail and Internet use is to be used only for Company

business while on the job. Any other use must receive prior approval from the Manager. The abuse of email, voicemail and Internet systems for personal use or use perceived to be illegal, i.e., derogatory, defamatory, pornographic or obscene messages, is not allowed and may result in disciplinary action, up to and including termination.

If using a cell phone while driving on Company business, employees must observe the laws in effect as of January 1, 2017, which require that all drivers not hold their phones in their hands, but rather use dashboard, windshield or console mounting devices to be true “hands-free.”

Personal Appearance and Professionalism

An important factor in dealing with the public is the image one communicates. The Company values a neat, clean, and professional appearance at all times as it reflects high standards of professionalism. What may be appropriate for casual, popular, or social wear outside of business hours may not be appropriate for the work setting. Employees are to apply good judgment when evaluating the suitability of their attire for work. Attire or accessories that are unsafe, unclean, suggestive, revealing, ragged, unkempt, or present an unprofessional image, are not appropriate for the Company.

Employees engaged in work performed in the field must have company designated identification badges on at all times. If you are assigned a Company uniform, your uniform must be clean and presentable when you report to work. If you are issued uniforms you will be required to sign for them, uniforms are considered company property and must be maintained appropriately, excessive damage or loss may result in disciplinary action. Employees are required to return all uniforms upon the termination of employment.

Employees making presentations, attending speaking engagements in the performance of their duties, or representing the Company in meetings are required to wear appropriate business attire. If your Manager feels that your personal appearance is inappropriate, you may be asked to leave the workplace and return when properly dressed or groomed. This time away from work will be considered unpaid leave.

Employees must wear attire that meets all safety standards of the job they are performing.

Prohibited Conduct

The following is prohibited and will not be tolerated by the Company. This list of prohibited conduct is illustrative only as other types of conduct injurious to security, personal safety, employee welfare and the Company operations are also prohibited.

1. Falsification of employment records, employment information or other Company records.
2. Recording the work time of another employee or allowing another employee to record your work time, or allowing falsification of any timecard, either your own or another employee's. This does not include when a Manager must amend a timesheet.
3. Theft deliberate or careless damage or destruction of the Company property or the property of any employee or client.
4. Removing or borrowing Company property without prior permission.
5. Unauthorized use of company equipment, time, materials, or facilities.
6. Provoking a fight or fighting during working hours or on Company property.
7. Participating in horseplay or practical jokes on Company time or on Company premises.
8. Carrying firearms or any other dangerous weapons on company premises.
9. Engaging in criminal conduct whether or not related to job performance.
10. Causing, creating, or participating in a disruption of any kind during working hours on Company property.
11. Insubordination, including, but not limited to, failure or refusal to obey the orders or instructions of your Manager or member of management, or the use of abusive or threatening language toward a member of management.
12. Using abusive language at any time on Company premises.
13. Failure to notify a Manager when unable to report to work.
14. Unreported absence of three (3) consecutive workdays.
15. Failure to obtain permission to leave work for any reason during normal work hours.
16. Failure to observe working schedules, including rest and lunch periods.
17. Failure to provide a physician's certificate when requested or required to do so.
18. Sleeping or malingering on the job.

19. Making or accepting personal telephone calls of more than three (3) minutes in duration during work hours, except in case of emergency or extreme circumstances.
20. Working overtime without written authorization or refusing to work assigned overtime.
21. Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
22. Violation of any safety, health, security or Company Policies, rules or procedures.
23. Committing a fraudulent act or a breach of trust under any circumstances.
24. Unlawful harassment.
25. Transmission of confidential company information, including employee information, to unauthorized personnel.
26. Reporting to work under the influence and/or conduct indicative of alcohol or debilitating drugs, including prescription drugs. (Drugs prescribed by a licensed doctor are acceptable, if their use does not interfere with safety or work performance).
27. Password security violation.
28. Excessive tardiness or absenteeism.
29. Violation of substance abuse or any other policy.
30. Failure to observe safety rules.

Off-Duty Conduct

While the Company does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests. For this reason, employees should be aware of the following policies:

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct on the part of an employee that adversely affects the Company's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by the Company, employees are expected to devote their energies to their jobs with the Company. The following types of outside employment are strictly prohibited:

1. Employment that conflicts with an employee's work schedule, duties and responsibilities.

2. Employment that creates a conflict of interest or is incompatible with the employee's employment with the Company.
3. Employment that impairs or has a detrimental effect on the employee's work performance with the Company.
4. Employment that requires the employee to conduct work or related activities on the Company's property during the employer's working hours or using the employer's facilities and/or equipment.

Employees who wish to engage in outside employment that may create a real or apparent conflict of interest must submit a written request to the Company explaining the details of the outside employment. If the outside employment is authorized, the Company assumes no responsibility for the outside employment. Authorization to engage in outside employment can be revoked at any time.

Job Description

Since proper selection is dependent upon accurate statements of the qualifications, nature of the job, and selection criteria, the Human Resources Department and your Manager will review the job description and minimal qualifications prior to initial recruitment. Any concerns with the appropriateness of the documented job content or minimum qualifications should be brought to the attention of the Human Resources Department for review and resolution.

At the time of the pre-employment interview, the responsibilities, key tasks, skills and experience requirements of the job will be reviewed in detail with the applicant to determine qualifications.

Employment References

It is the policy of the Company to perform employment verifications for employees who have left the Company. To that end, the Human Resources Department will disclose only the dates of employment at the Company and the title of the last position held. No individual employee is allowed to provide employment verification. All verification requests must be forwarded to the Human Resources Department. If you authorize disclosure in writing and fully release any and all claims, the Company may provide a prospective employer with information on the amount of the salary or wage you last earned at the Company. These verifications also apply to financial

verifications. Upon request, the Company may provide Birth Dates or the last four digits of employee Social Security numbers to our customers without further notification to the employee.

Company Credit Cards

Some employees may be issued company credit cards. These credit cards are for Company business only. Personal charges are prohibited. Each purchase must be documented with a receipt, receipts for use of company cards are due on the last working day of the week, if not received the employee will lose the privilege of carrying a company credit card. AAA will vigorously pursue prosecution to the fullest extent of the law for theft of company funds. Credit cards may not be shared with other employees. Lost credit cards must be reported to the employee's supervisor immediately. Any abuse of a company credit card will result in disciplinary action up to and including termination and/or deductions from your scheduled pay in the amount of misuse.

Driving on Company business

Company vehicles are the property of the Company. The company reserves the right to revoke the assignment of a vehicle and/or your driving privileges at any time and for any reason without prior notice. Employees who utilize Company vehicles have a responsibility to maintain the vehicle they are assigned. When the Company vehicle is left unattended: the engine must be off, remove ignition keys, and lock all doors. Smoking or vaping is not allowed in Company vehicles. Employees who drive a Company vehicle or their own vehicle on Company business are required to be fully licensed and insured in accordance with state and federal law. You must notify your supervisor of any changes to your driver's license status. DMV registration, insurance documentation and all other required documentation is to be kept in the Company vehicle's glove box at all times.

Although business use of personal vehicles is highly discouraged, employees using a personal vehicle for Company business will be reimbursed on a per-mile traveled basis and must present proof of current insurance coverage. Insurance coverage must be a minimum of \$250,000 and a certificate of insurance naming AAA as an additional insured but be furnished before using a personal vehicle for business use. Motorcycles are not an approved form of transportation for conducting Company business.

Employees that are assigned a company vehicle are required to perform a daily safety pre-inspection of the vehicle prior to use and must document each inspection properly. It is required that you observe all policies set forth by the Company as well as applicable traffic laws, regardless of whether you are driving a Company vehicle or your own vehicle for the purpose of conducting Company business. All employees riding in Company or personal vehicles for business must wear seat belts at all times. Report any type of accident, traffic citation and/or vehicle damage immediately to your supervisor. If you receive a traffic citation while on Company time or during the use of a Company vehicle, you will be responsible for payment of

the citation. Employees must never drive on Company business while impaired by fatigue, intoxicants, or any drug (even if prescribed by a doctor) that may impair driving ability.

Employees are prohibited from transporting unauthorized passengers in a Company vehicle or in a personal vehicle during work time. Company vehicles are not to be used for personal use without permission from Human Resources or the Operations Manager.

Company Keys, Alarm Codes, and Combinations

You may be assigned a building key, alarm code and/or lock combination needed to conduct your daily job responsibilities. You are responsible for all keys and the confidentiality of your alarm codes and combinations. Duplication of any company key is not allowed. It is against Company policy to loan or distribute your assigned keys to another employee or non-employee of the Company. It is against Company policy to disclose your alarm code unless specifically authorized by Human Resources. If your Company keys are lost, misplaced, destroyed or stolen or your alarm code or lock combination is compromised, you must report it immediately to your supervisor.

Social Media

In this day and age, online commentaries and publications through various social media are commonplace. The means to engage in social media are expanding regularly. This policy is intended to govern the publishing, posting and/or release of information through all existing and developing social media platforms such as Social Networking Sites such as Facebook, Instagram, Snapchat, Pinterest, etc.; Blogs; Micro-blogs, such as Twitter; Video and photo sharing websites, such as YouTube; Forum Discussion Boards, such as Google Groups; Online Encyclopedias such as Wikipedia; an employee's own website; interactive Websites of other companies or individuals where on-line comments are permitted; and other user-generated media.

Employees may not use social media to violate any of the Company's policies. Below are four basic principles that govern the use of social media by Company employees, but this list is not exhaustive. If you have a question about whether your use of social media is prohibited by this policy, you should contact Human Resources before engaging in the use.

- Unless specifically authorized, employees are prohibited from using the Company's equipment and technology to engage in social media. Whether you are working or not, the Company's equipment and technology are provided to you for the purpose of conducting Company business.
- Unless specifically authorized, employees are prohibited from engaging in social media during their working time, regardless of whose equipment and technology are used. As used in this policy, working time excludes meal and rest periods.
- Employees are prohibited from disclosing Company trade secrets, proprietary information and other confidential information described in various sections of this Handbook. These policies

include but are not limited to the sections covering: Computers and Electronic Equipment; Confidential Information; Conflict of Interest; Personnel Records; and Solicitation.

- Posting or distribution of pictures or videos related to the Company, its activities, or Company employees to any social media site without prior written permission from AAA Management and the affected employee(s) is not permitted. Employees may not take videos or make recordings of other employees or Company activities without the express written permission of the affected person(s) and AAA Management.

The Company disclaims any legal responsibility for employees' use of social media. Employees are legally responsible for their own use of social media.

Recreational and Social Activities

Employees of AAA may participate in various recreational and social activities that are either sponsored by or supported by the Company. All recreational and social activities are completely voluntary. No employee is obligated to participate in any recreational or social activity, and no employee's work-related duties include participation in such activities. If you elect to participate in any recreational or social activity you agree to do so at your own risk. The Company disclaims any and all liability arising out of an employee's voluntary participation in any off-duty recreational or social activity. Unless required by law, the time spent organizing, preparing for, attending and/or participating in these activities is not paid work time.

Smoking and Tobacco Policy

AAA prohibits and will not tolerate smoking or "vaping" or any type of tobacco product use in the workplace, including all indoor facilities, offices, lunchrooms, breakrooms, bathrooms, company-provided housing, non-smoking hotel rooms, and company vehicles. Smoking is not allowed on customer properties. Smoking is also prohibited within 20 feet of entrances and exits, or within 50 feet of chemicals, dry brush, or on outdoor property with the exception of designated areas. This policy applies to all employees, vendors, customers, clients, and visitors.

For purposes of this policy, smoking includes lighting, smoking or carrying a lighted cigarette, cigar or pipe and the use of any electronic smoking device. Any questions regarding this policy should be directed to Human Resources.

Hotel Behavior

AAA employees must frequently stay in hotels due to the remote nature of the work we perform for our customers. Your behavior reflects on our reputation and can impact our future ability to contract with our hotel partners. All employees must abide by the following rules with respect to the Company provided hotel lodging:

- CBA guidelines must be followed when applicable, including no more than 2 persons to a room and one person per bed.

- You must check out on time unless you have specifically secured an extension to your reservation through the office the day before check-out.
- Be friendly, courteous, and respectful to all hotel staff. If you have a complaint about hotel staff, bring it to the attention of the AAA Hotel Coordinator to address it.
- Treat the property with respect and care. Remove muddy boots before going inside, refrain from disturbing other guests, and do not smoke in non-smoking rooms.
- Guests are not allowed. The Company only provides lodging for AAA employees only.

Ergonomics

AAA has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the Company will make necessary adjustments to an individual's work station, educate employees on ergonomic safety and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to the Safety Officer.

Chemical Exposure Warning

Employees should be aware that work areas may contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact the Safety Officer.

LEAVES OF ABSENCE

The Company may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted the office, it will be assumed that you do not plan to return and you have terminated your employment. If you are unwilling or unable to return to work at the conclusion of any leave, your employment may be terminated.

This handbook contains only a summary of the leaves that may be available. Some types of leave have detailed requirements regarding eligibility, duration and benefits. You should contact the Human Resources Department prior to taking any leave for information about leave requirements and to make sure you understand the requirements and ramifications of any leave.

It is understood that you will not obtain other employment (other than military duty pay) or apply for unemployment insurance while you are on a leave of absence. Acceptance of other

employment while on leave will be treated as voluntary resignation from employment with the Company.

Family and Medical Leave Act

Upon hire, the Company provides all new employees with notices required by the U.S. Department of Labor (D.O.L.) on Employee Rights and Responsibilities under the Family and Medical Leave Act. The Company recognizes that an employee may need to be absent from work for an extended period of time for family and/or medical reasons. The Company complies with federal and state law provisions for family, medical and pregnancy disability leaves. The Company will grant these leaves to employees as required by state and federal law in effect at the time the leave is granted. We intend to grant leave benefits only to the extent the law requires. You must request any leave in writing as far in advance as possible. If you have not contacted your Manager at the end of your scheduled leave, we will assume that you do not plan to return and you have terminated your employment. If you are unwilling or unable to return to work at the conclusion of the leave you are allowed, your employment may be terminated.

General Provisions

Under this policy, the Company will grant up to 12 unpaid weeks (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness) during a 12-month period to eligible employees.

Eligibility

To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

- The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break-in service does not exceed seven years. Separate periods of employment will be counted if the break-in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an

entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- The employee must work in a worksite where 50 or more employees are employed by the company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for a newly placed child.
- To care for a spouse, child or parent with a serious health condition (Under the FMLA, a “spouse” means a husband or wife as defined under the law in the state where the employee resides, including same-sex marriages in states that legally recognize such civil unions).
- The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed healthcare provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with the Human Resource manager.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

- Qualifying exigency leaves for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent has been notified of an impending call or order to cover active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities,

c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the employer and employee agree, including the agreement on timing and duration of the leave.

Covered active duty means:

- o In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.
- o In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C.

§101(a)(13)(B).

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for children for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

- Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member. The term covered servicemember means:

- o A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- o A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term serious injury or illness means:

- o In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- o In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Amount of Leave

An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. The Company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the Company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the Company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

Employee Status and Benefits During Leave

If an employee is provided with group health insurance, the employee is entitled to the continuation of the group health insurance coverage during FMLA leave on the same terms as if he or she had continued to work. If family member coverage is provided to an employee, family member coverage must be maintained during the FMLA leave. The employee must continue to make any normal contributions to the cost of the health insurance premiums. If paid leave is substituted for FMLA leave, the employee's share of group health plan premiums must be paid by the method normally used during paid leave (usually payroll deduction). An employee on unpaid FMLA leave must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage. If the employee's premium payment is more than 30 days late, the employee's coverage may be dropped unless the employer has a policy of allowing a longer grace period. The employer must provide written notice to the employee that the payment has not been received and allow at least 15 days after the

date of the letter before coverage stops. An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

Use of Paid and Unpaid Leave

All paid vacation, personal and sick leave runs concurrently with FMLA leave. Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

Intermittent Leave or a Reduced Work Schedule

An employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

Certification for the Employee or Family Member's Serious Health Condition

The Company will require certification for the employee's or family member's serious health condition, a qualifying exigency for military family leave and for a serious injury or illness of a covered servicemember for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Recertification

The Company may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide the Human Resources Department with written notice of the need for the leave. Within five business days after the employee has provided this notice, the Human Resources Department will provide the employee with the DOL Notice of Eligibility and Rights. When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the Company's usual and customary notice and procedural requirements for requesting leave. Please contact the Human Resources Department for more information.

Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the Human Resources Department will provide the employee with a written response to the employee's request for FMLA leave. The Company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

General Medical Leave of Absence

A general medical leave of absence (not FMLA qualified) without pay, may be granted up to [5] week(s) to employees who are not eligible for other leaves at the discretion of the Company. A medical leave of absence can affect your medical benefit plan coverage. Please contact the Human Resources Department for more information.

Personal Leave of Absence

Employees who require time off in addition to vacation may request a personal leave of absence without pay to be approved at the Company's discretion. Job performance, absenteeism and departmental requirements will all be taken into consideration before a request is approved. The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from his or her employment. Extensions of leave will only be considered on a case-by-case basis. Please contact the Human Resources Department for more information.

The Company allows employees to use ½ of any available accrued sick leave per year for the purpose of attending to a child, parent, spouse, registered domestic partner or child of the employees registered domestic partner who is ill. (California Labor Code Section 200-243).

Domestic Violence Leave of Absence

Employees may take time off to seek medical attention for injuries caused by domestic violence, obtain psychological counseling related to the experience of domestic violence, obtain services from a domestic violence shelter, program, or rape crisis center or to participate in safety planning to increase safety from future domestic violence. (Labor Code Section 230.1).

The Company provides unpaid time off for victims of serious or violent felonies to attend judicial proceedings related to a crime. The term “crime victim” applies to an employee who is a victim, the immediate family member of a victim, the registered domestic partner of a victim or the child of a registered domestic partner of a victim. (California Labor Code, Section 230). Please contact Human Resources for more information.

Paid Family Leave of Absence

For California employees covered by State Disability Insurance, Paid Family Leave (PFL) insurance provides up to six weeks of benefits for individuals who must take time off to care for a seriously ill child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, parent-in-law or to bond with a new child. Please contact Human Resources for more information.

Pregnancy Disability Leave of Absence

In addition to family and medical leaves, pregnant employees are entitled to take unpaid leave if they are disabled by the pregnancy, childbirth or a related medical condition. Pregnancy disability leave begins on the first day that the employee’s health care provider certifies she is unable to work and ends when her health care provider certifies she is able to return to work, or after a total of four months of leave, whichever occurs first.

During the duration of your pregnancy-related leave [up to a maximum of four (4) months] Company will continue contributions for employee health care coverage at the same level and conditions in effect prior to employee’s leave of absence. Employees must, however, continue to

make any premium payments if health insurance coverage is expected to continue during employees' leave. The Company will be entitled to recover from employee's insurance premiums paid to continue coverage during employee's maternity leave if the employee fails to return to work after the leave of absence, provided that such failure to return is not due to leave taken under the FMLA or CFRA, or for other circumstances beyond employee's control. (California Code of Regulations Section 7291.7). Please contact the Human Resources Department for more information.

Military Leave of Absence

The Company provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable State laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and for examinations to determine fitness for any such duty. Accordingly, the Company will allow a qualified employee to take up to 10 days of unpaid leave during a qualified leave period. Advance notice is required; Please inform your Manager of anticipated military leave time as far in advance as possible. Please contact the Human Resources Department for more information.

For purposes of this section: "Period of military conflict" means either of the following:

- A period of war declared by the United States Congress.
- A period of deployment for which a member of a reserve component is ordered to active duty.

For purposes of this section: "Qualified employee" means a person who satisfies all of the following:

- Is the spouse of a qualified member.
- Performs service for hire for an employer for an average of 20 or more hours per week, but does not include an independent contractor.
- Provides the employer with notice, within two business days of receiving official notice that the qualified member will be on leave from deployment.
- Submits written documentation to the employer certifying that the qualified member will be on leave from deployment.

Funeral and Bereavement Leave of Absence

Employees will be allowed up to [3] consecutive working days off to arrange and attend the funeral of an immediate family member (Please see applicable CBA). For purposes of this policy, an employee's immediate family is defined to include the employee's current spouse, domestic partner, father, mother, sister, brother, children, current parent-in-law, grandparents, and grandchildren. Employees will be paid their regular base rate of pay for each day of absence. If an employee requires more than three days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued vacation time. Please contact the Human Resources Department for more information.

Time off to Vote

Employees may fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their scheduled work hours. Employees are eligible for paid time off for the purpose of voting only if they do not have sufficient time outside of working hours to vote. The Company provides employees a maximum of two hours paid time to vote. (California Elections Code, Section 14001). Please contact the Human Resources Department for more information.

Workers Compensation Leave of Absence

An employee must report all accidents, injuries and illnesses occurring on the job no matter how small to his or her Manager. The Company carries workers' compensation insurance coverage to protect employees who are injured on the job. If an employee is injured at work and is temporarily unable to perform his or her usual and customary work, the employee will be eligible to receive worker's compensation benefits. The employee must provide the Company with the certification from a recognized medical professional confirming the necessity of the leave within 14 days after the leave begins.

The leave will continue until (1) a recognized medical professional certifies that the employee is capable of resuming all of the duties of the employee's former position with or without reasonable accommodation; (2) a recognized medical professional certifies that the employee is permanently precluded from returning to work in his or her prior position or performing some portion of his or her prior job (i.e. the medical condition is permanent and stationary); (3) the employee resigns, quits, accepts employment with another business, refuses to return to work after being released for full or partial work, or otherwise indicates that he or she is not going to return to work.

An employee on a workers' compensation leave, which exceeds 30 days, must update the Company on at least a monthly basis and provide information concerning his or her health status, anticipated date of return to work and continued intent to return to work. **IF AN EMPLOYEE DOES NOT COMPLY WITH THIS REPORTING REQUIREMENT, THE COMPANY MAY DISCIPLINE THE EMPLOYEE UP TO AND INCLUDING TERMINATION.**

Workers Compensation disability leave is unpaid, but an employee may apply accrued vacation and sick leave to the workers' compensation disability leave. Accrued vacation and sick leave pay will supplement any workers' compensation or other wage benefits the employee receives.

The Company will maintain an employee's group health benefits for that portion of leave that the employee is paid by the Company, not to exceed 90 days. For example, if an employee applies accrued vacation to supplement any workers' compensation or other wage benefits the employee receives, the Company will maintain an employee's group health benefits during the time the Company pays the employee for accrued vacation. Therefore, once an employee on leave has exhausted his or her accrued vacation, the employee will be required to pay his/her portion of the insurance premium in order to maintain the benefits. After 90 days on leave of absence, an employee will be eligible for the continuation of health care coverage under COBRA at his or her own complete cost. An employee may return to work only after he or she provides the Company with a release to work from the employee's physician. The company will provide reasonable accommodation and reinstatement only to the extent required by law. Please contact the Human Resources Department for more information.

Jury Duty Leave of Absence

The Company encourages employees to serve on jury duty when called. Any exempt, full-time employee summoned for attendance to any Court for jury duty, subpoenaed as a witness, during their normal working hours will be granted time off for jury duty and will be unpaid. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule. Jury duty is not charged to PTO (California Labor Code, Section 230). Any non-exempt, full-time employee summoned for attendance to any Court for jury duty, subpoenaed as a witness, during their normal working hours will be granted time off for jury duty and will be unpaid. Please contact the Human Resources Department for more information.

Organ Donor/Bone Marrow Donor Leave of Absence

The Company permits employees who have exhausted all available sick leave to take a paid leave of absence for up to 30 days for the purpose of organ donation and up to [5] days for the purpose of bone marrow donation. (California Amended Labor Code, Section 1510). Please contact the Human Resources Department for more information.

Company Holidays

The Company honors the following holiday's and some Departments will be closed on these days;

HOLIDAY	DATE
New Year's Day	January 1 st
Independence Day	July 4 th (or as specified)
Labor Day	First Monday in September
Thanksgiving Day & Day After (2 days)	Fourth Thursday in November
Christmas Day	December 25 th

If your scheduled workday falls on one of the above honored holidays, you are provided the day off. Employees working 40 hours or more per week shall be provided pay for the holidays honored at the employee's current compensation rate, including employees who are on a probationary period. Employees who are classified as part-time will receive 4 hours of Holiday pay. Employees' on unpaid leave of absence are not eligible for holiday pay. If an honored holiday falls during an eligible employee's paid absence (such as a vacation), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. If the Holiday falls on a Saturday, the employee shall receive the Friday before the holiday off with pay. If the Holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay.

COMPLIANCE WITH STATE AND FEDERAL LAWS

Harassment / Discrimination In Employment

The California Fair Employment and Housing Act: Prohibits harassment of employees, applicants and independent contractors and requires employers to take all reasonable steps to prevent harassment. The prohibition against sex harassment includes a prohibition against sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions.

- Prohibits employers from limiting or prohibiting the use of any language in any workplace unless justified by business necessity and the employer has notified employees of the language restriction and consequences for violation.
- Requires that all employers provide information to each of their employees on the nature, illegality or legal remedies that apply to sexual harassment. Employers may either develop their own publication, which must meet standards as set forth in California Government Code Section 12950 or use a brochure that may be obtained from the Department of Fair Employment and Housing (DFEH).
- Requires employers to reasonably accommodate disabled employees or job applicants in order to enable them to perform the essential functions of a job. Employers must engage in a timely, good-faith interactive process in determining effective reasonable accommodations.
- Permits job applicants and employees to file complaints with the Department of Fair Employment and Housing against an employer that fails to grant equal employment as required by law.
- Prohibits discrimination against any job applicant or employee hiring, promotions, assignments or discharge. On-the-job segregation also is prohibited.
- Requires employers to preserve applications, personnel and employment referral records for a minimum of two years.
- Requires employers to provide leaves of up to four months to employees disabled because of pregnancy, maternity, or childbirth.
- Requires an employer to provide reasonable accommodations requested by an employee, with the advice of her health care provider, related to pregnancy, childbirth or related medical conditions.
- Requires employers of 50 or more employees to allow eligible employees to take up to 12 weeks leave in a 12 month period for the birth of a child, the placement of a child for adoption or foster care, for employees own serious health condition, or to care for a parent, spouse, or child with a serious health condition (FMLA) Family Medical Leave Act.

- Forbids any person to interfere with efforts to comply with the Act. Permits employers to file complaints against workers who refuse to cooperate with the provisions of the law. Authorizes the DFEH to work affirmatively with cooperating employers to review hiring and recruiting practices in order to expand equal opportunity.

Unemployment Insurance / State Disability Insurance

As your employer, the Company is registered under the California Unemployment Insurance Code and is reporting wage credits that are being accumulated for you to be used as a basis for:

- **Unemployment Insurance (Paid For Entirely By Employer's Taxes):**

When you are unemployed or working less than full-time, AND ready, willing and able to work, you may be eligible to receive unemployment insurance benefits.

- **State Disability Insurance (Paid For By Employee's Contributions):**

When you are unable to work because of sickness, injury, or pregnancy, you may be eligible to receive disability insurance benefits. For State Disability Insurance, claim forms may be obtained from your doctor, hospital, or directly from any California State Disability Insurance (SDI) Office. The claim for SDI benefits must be mailed within 49 days of the first day of your disability if you are to receive credit from the time you first became disabled.

Compensation Discrimination

Compensation discrimination in employment is prohibited by the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, the Age Discrimination of Employment Act of 1967, and Title I of the Americans with Disabilities Act of 1990. These are all enforced by the Equal Employment Opportunity Commission. Together, these statutes require employers to compensate employees without regard to race, color, religion, sex, national origin, age or disability.

Equal Pay Act

The Equal Pay Act requires that men and women be given equal pay for equal work in the same establishment. The jobs need not be identical, but they must be substantially equal. It is job content, not the job title, which determines whether jobs are substantially equal. The EPA provides:

Employers may not pay unequal wages to men and women who perform jobs that require substantially equal skill, effort and responsibility and that are performed under similar working conditions within the same establishment. Each of these factors is summarized below:

Skill – measured by factors such as the experience, ability, education and training required to perform the job. The key issue is what skills are required for the job, not what skills the individual employee may have. For example, two bookkeeping jobs could be considered equal under EPA even if one of the jobholders has a master's degree in physics since that degree would not be required for the job.

Effort – the amount of physical or mental exertion needed to perform the job.

Responsibility – the degree of accountability required in performing the job.

Working Conditions – this encompasses two: (1) Physical surroundings like temperature, fumes and ventilation and (2) Hazards.

Establishment – the prohibition against compensation discrimination under the EPA applies only to jobs within any establishment. An establishment is a distinct physical place of business rather than an entire business or enterprise consisting of several places of business. However, in some cases, physically separate places of business should be treated as one establishment. For example, if a central administrative unit, such as Company, hires employees, sets their compensation and assigns them to work locations, the separate work sites can be considered part of one establishment.

Pay differentials are permitted when they are based on seniority, merit, quantity, quality of production, or a factor other than sex. These are known as “affirmative defenses” and it is the employer's burden to prove that they apply.

In correcting a pay differential, no employee's pay may be reduced. Instead, the pay of the lower-paid employee(s) must be increased.

Title VII, ADEA, And ADA

Title VII, the ADEA, and the ADA prohibit compensation discrimination on the basis of race, color, religion, sex, national origin, or disability. Unlike the EPA, there is no requirement under Title VII, the ADEA, or the ADA that the claimant's job is substantially equal to that of a higher paid person outside the claimant's protected class, nor do these statutes require the claimant to work in the same establishment as a comparator.

Compensation discrimination under Title VII, the ADEA, or the ADA can occur in a variety of forms. For example:

- An employer pays an employee with a disability less than similarly situated employees without disabilities and the employer's explanation (if any) does not satisfactorily account for the differential.
- A discriminatory compensation for jobs predominantly held by, for example, women or African-Americans below the suggested by the employer's job evaluation study, while they pay for jobs predominantly held by men or whites is consistent with the level suggested by the job evaluation study.
- An employer maintains a neutral compensation policy or practice that has an adverse impact on employees in a protected class and cannot be justified as job-related and consistent with business necessity. For example, if an employer provides extra compensation to employees who are the "head of household", i.e., married with dependents and the primary financial contributor to the household, the practice may have an unlawful unequal impact on women.

Employees who believe they are under-compensated because of their race, color, religion, sex, national origin, age, or disability may file a charge with the EEOC.

CONFIDENTIALITY AGREEMENT

I, _____, ("Employee"), recognize that AAA Tree Service LLC, ("Company,") is engaged in the tree service industry.

I understand that as part of my employment with Company I am expected to make new contributions of value to Company. I further understand that my employment creates a relationship of confidence and trust between Company and me with respect to any information applicable to Company's business and/or applicable to the business of any client or customer of Company and made known to me by virtue of my position with Company.

In consideration of Company's agreement to employ me and the compensation paid to me for such employment, I acknowledge and agree to the following:

1. This Agreement shall become effective on the earlier of (a) the date of this Agreement, (b) the date I am first employed by or work for Company, or (c) the date I first learn of any of the Confidential Information defined below in paragraph 2.
2. I will, in the course of my duties on behalf of Company, be advised of certain business matters and affairs of Company regarding its clients, its innovations, its processes and the management of its business and staff members. The duties performed by me for Company place me in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of Company and not generally known to the public. These trade secrets include, but are not limited to, Company's "Points Calculator" document and its formulas and content, "Unit Ops Report" document and its formulas and content, rate and pricing information including those agreed upon with clients and subcontractors, safety program and policies, training curriculum and related materials, employee relations information, wage rates, corrective action plans and bonus information, financial information including banking information, software logins and passwords, advertising and promotional ideas and strategies, customer information including formulas, patterns, devices, processes, compilations of information, records, and specifications which are owned by Company and which are regularly used in the operation of Company (hereinafter "Confidential Information"). I will not, either during the term of my employment or any time in the future, directly or indirectly:
 - a) Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any Confidential Information acquired by me in relation to my employment with Company;
 - b) Individually or in conjunction with any other person, firm, agency, company, client, business, or corporation, employ or cause to be employed any Confidential Information in any manner whatsoever, except in furtherance of the business of Company;
 - c) Without the written consent of Company, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of Company, whether

prepared by me or otherwise coming into my possession, except to the extent required in the ordinary course of Company's business;

d) Attempt to encourage, induce, or otherwise solicit, directly or indirectly, any other employee of Company to breach any employment or other agreement with Company or to otherwise unlawfully interfere with the advantageous business relationship of Company with its employees and customers.

3. During the term of my employment I will abide by my statutory duty of loyalty to Company and I will not engage or participate, directly or indirectly, in any activity that competes with or is in conflict with Company's business interests. I understand that included within this provision is the specific agreement that I will not solicit or in any way assist others in soliciting Company's customers or potential customers. I understand that included within this provision is the specific agreement that I will not compete against or prepare to compete against Company or in any way assist others in competing against or preparing to compete against Company.

4. I acknowledge and agree that, except as disclosed on Exhibit A attached hereto, I did not know anything about Company's Confidential Information prior to becoming employed by Company, and have no reason to believe the Confidential Information is known outside of the Company.

5. I further agree not to disclose to Company or use in the employment with Company, any trade secret or proprietary information learned from others. I warrant that I have returned to all prior employers all of their property and confidential information and that my employment with the Company will not breach any agreement or create a conflict of interest.

6. I agree to fully and promptly disclose and assign to Company any and all rights to and ownership interests in improvements, discoveries, inventions, patentable devices developed or conceived by me, either solely or with others, using Company's equipment, supplies, facilities, or trade secret information, or which relate to Company's actual or anticipated business and/or research and development, or which result from any work performed by me for Company and patents rights on said improvements, discoveries, inventions and patentable devices, and any patents granted on said improvements, discoveries, inventions and patentable devices.

a) I agree to assign during employment with Company at the request of Company any and all rights to and ownership interests in said improvements, discoveries, inventions, patentable devices, patent rights and patents granted thereon and agree to cooperate fully with Company, upon the request of Company, in the assignment to Company of any and all rights to and ownership interests in said improvements, discoveries, inventions, patentable devices, and patent applications pertaining thereto and patents granted thereon.

b) I agree to cooperate fully upon request by Company in preparing, executing and drafting patent applications for any such improvements, discoveries, inventions, and patentable devices, and all other documents deemed necessary by Company for filing, processing and prosecuting such applications and patents in the United States and any foreign countries, and vesting said

rights to and ownership interests in said improvements, discoveries, inventions and patentable devices in Company.

c) Subsections (a) and (b) of paragraph 6 shall not apply to those inventions described by California Labor Code section 2870 which are developed by me on my own time without the use of Company's equipment, supplies, or facilities unless said inventions are derived from Company's trade secret information, relate to Company's actual or demonstrably anticipated business, research and/or development, or which result from any work performed by me for Company.

7. I agree and acknowledge that all copyrightable work, whether copyrighted or not or works made-for-hire, as defined by federal law, which is created by me, solely or jointly with others, within the scope of employment, shall be owned by Company and shall be the sole and exclusive property of Company. I understand and acknowledge that no title in any such copyrightable work shall vest in me and I shall have no right to or ownership interest in said copyrightable work.

a) I agree to cooperate fully upon request by the Company in preparing, executing and drafting copyright applications and/or assignments on any and all such copyrightable work. I agree to cooperate fully in executing and processing all papers deemed necessary by the Company for filing, processing and prosecuting such applications and copyrights in the United States and any foreign countries.

8. I shall designate in Exhibit A attached hereto any and all patents, copyrights, works, inventions, or other interests developed by or belonging to me prior to entering into the employment relationship with Company which I wish to have excluded from the application of this Agreement.

9. During employment with Company, I shall promptly deliver to Company or its nominee, upon request, all notebooks, reports, letters, copies, manuals, drawings, blueprints and all other materials relating to Company's rights to actual or potential trade secrets, patentable works, patents, inventions, copyrightable works, copyrights, proprietary information and other such Confidential Information in my possession or control.

10. All files, records, documents, drawings, specifications, lists, equipment, and similar items relating to the business of Company, whether prepared by me or otherwise coming into my possession shall remain the exclusive property of Company and shall not be removed from the premises of Company under any circumstances whatsoever without the prior written consent of an officer of Company.

11. In the event I leave the employ of Company, I hereby consent to Company contacting my new employer and other interested parties to notify them of my obligations under this Agreement.

12. Upon termination of my employment, I agree to immediately return to Company all property of Company in as good condition as when received by me (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications,

lists, equipment and supplies, promotional materials, and similar items relating to the business of Company. I also agree to protect the value of Company's Confidential Information and to prevent the misappropriation or disclosure of such information.

13. The provisions of this Agreement shall remain in effect during the entirety of my employment with the Company. With the exception of paragraph 3, the provisions of this Agreement shall also survive the termination of my employment and shall remain in full force and effect thereafter. Upon the termination of the employment relationship, I will discharge all the obligations under this Agreement without additional compensation from the Company. The compensation paid during my employment is intended to include consideration for this promise.

14. I understand and agree that if Company does not desire an invention made by me hereunder, Company will provide me, upon request, a written statement to such effect signed by one of its officers.

15. In the event that Company is unable for any reason to secure my signature on any document required to apply for, obtain, prosecute or enforce any patent, copyright or other right or protection included in this Agreement, I hereby irrevocably appoint Company and its corporate secretary as my agent and attorney-in-fact to act in my place for the limited purpose of executing and filing any necessary documents and doing all other acts necessary to further the application for, prosecution of or enforcement of any patent, copyright or other right or protection included in this Agreement. Such acts by Company shall have the same force and effect as if carried out by me.

16. I understand and agree that my employment with the Company is at-will. Both Company and I are free to terminate the employment relationship at any time, with or without cause, and with or without notice. The at-will relationship can be changed only by an express written agreement signed by the President of the Company. Nothing in this Agreement shall limit or alter my at-will status.

17. This Agreement shall be binding upon me and upon my heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of Company and its heirs, administrators, representatives, executors, successors and assigns.

18. The failure of Company to enforce any provision of this Agreement shall not be construed as a waiver of the right of Company to thereafter enforce the provision.

19. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and the illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement.

20. I agree to indemnify Company against any and all losses, costs, damages, or expenses, including without limitation, attorneys' fees, costs, and expenses incurred by Company arising out of any breach of this Agreement or any part thereof by me or the fact that any representation made herein by me was false when made. In the event an action is brought by either party to

enforce or interpret any part of this Agreement, the prevailing party (defined as the party entitled to recover the costs of suit) shall be entitled to recover, as an element of costs, reasonable attorneys' fees.

21. I understand that this Agreement reflects the entire agreement of the parties relative to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements, understandings, statements, representations and promises. The terms of this Agreement are contractual and are not merely recitals. I hereby represent and acknowledge that in executing this Agreement, I do not rely and have not relied upon any representations made by Company or by any of its agents with regard to the subject matter, basis or effect of this Agreement.

TAKE NOTICE: THIS AGREEMENT RESTRICTS YOUR RIGHTS TO DISCLOSE OR USE INFORMATION AND AFFECTS YOUR RIGHTS TO INVENTIONS, COPYRIGHTS AND OTHER INTERESTS YOU MAY HAVE. YOUR RIGHTS ARE AFFECTED BOTH DURING AND AFTER YOUR EMPLOYMENT WITH COMPANY. READ THE AGREEMENT CAREFULLY.

I ACKNOWLEDGE (1) HAVING READ AND UNDERSTOOD THE PROVISIONS OF THIS AGREEMENT; (2) AGREEING TO THE TERMS STATED HEREIN; (3) HAVING RECEIVED A COPY OF CALIFORNIA LABOR CODE SECTION 2870; AND (4) HAVING CAREFULLY AND FULLY COMPLETED EXHIBIT A TO THIS AGREEMENT.

Signature of Employee

Address for Notices to Employee:

NOTICE RE: LABOR CODE SECTION 2870

California Labor Code section 2870 provides:

(a) Any provision in an employment agreement which provides that employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) The result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

Please take notice that nothing in your Confidentiality Agreement requires you to assign any invention, innovation or work which was created or developed without the use or assistance of Company facilities, supplies, equipment or Confidential Information, and which was created or developed entirely on your own time, so long as such invention, innovation or work does not relate to (1) the business of the Company, (2) the Company's actual or anticipated research or development, or (3) any work performed by you for the Company.

I acknowledge that I have received and reviewed this notice as it pertains to my Confidentiality Agreement with the Company.

Employee Signature

Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Employee Handbook Acknowledgment and Receipt

I have received my copy of the Employee Handbook. The employee handbook describes important information about the Company and I understand that I should consult my Manager or the Human Resources Department regarding any questions not answered in the handbook.

I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment. Accordingly, the Company and I can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable Federal or State law.

I understand and agree that other than the President/CEO of Company, no Manager, Supervisor or Representative of the Company has any authority to enter into any agreement for employment other than at-will; only the President/CEO of the Company has the authority to make any such agreement and then only in writing signed by the President/CEO of the Company.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with the Company. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by the Company and the Company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the President/CEO of the Company has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment or a contract for a specific term or specific promise and that employment at the Company is employment at will, which may be terminated at the will of either the Company or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. I will be given a sufficient and reasonable amount of compensated time to read and review this handbook.

Employee Name/ID#:

Signature:

Date:

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Acknowledgment of Receipt and Review Drug and Alcohol Policy

I acknowledge that I have received a copy of the Clearinghouse Addendum to Employer's DOT Policy. AAA Tree Service LLC has provided me with education material on the FMCSA Clearinghouse and my signature acknowledges my understanding of the procedures outlined in the above referenced policy.

Employee Name/ID#:

Signature:

Date:

Certificate of Receipt and Consent

All employees and applicants shall sign a copy of the attached Consent Form and Receipt of Policy Form.

Drug & Alcohol Program Manager Contact Information

U.S. Department of Transportation

· FMCSA Motor Carrier (202) 366-2096 www.fmcsa.dot.gov

Drug and Alcohol Policy Acknowledgment

I hereby acknowledge receipt of policy regarding illegal drug and alcohol use.

My signature acknowledges my understanding and concurrence with the procedures outlined in the above referenced policy.

Consent to Testing

I consent to submit to drug and alcohol testing as outlined in the company's policy.

Also, it is my consent to provide specimens at the assigned collection site to be used for drug analysis under the conditions outlined in this policy.

Switching, tampering with or adulterating any specimen or sample collected under the company's policy for the purpose of testing for drugs or alcohol, or attempting to do so, or assisting another in an attempt to do so, is prohibited. Any such effort shall result in disciplinary action up to and including termination.

Furthermore, I authorize the release of the results of the test and examinations as set

forth in the policy, to the selected Medical Review Officer (MRO). I will be given an opportunity to discuss a positive drug test result with the MRO before the result is reported to the company as a verified positive.

I further agree that, as a condition of employment, I will notify the company in writing if I am convicted of a violation of a criminal drug statute no later than five (5) days after such a conviction. I further understand that any violation of the company's drug-free policy, or conviction for a violation of a criminal drug statute occurring on the Office/Project/Jobsite that I have been assigned, will result in discipline, up to and including termination.

Thank you for making our company a safer place to work.

Employee Name/ID#:

Signature:

Date:

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE