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EMPLOYEE HANDBOOK

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PURPOSE OF THIS HANDBOOK

ClearWater Solutions, LLC has described its policies in this handbook to ensure the fair and consistent application of company policies and procedures among all employees and to promote continuity and understanding within the organization. It will familiarize you with our business and spell out the responsibilities of employment.

The Employee Handbook outlining the terms and benefits does not constitute an employment contract, but it does provide a guide for what the company presently intends. Every effort has been made not to engage in rigid rule making; our policies stress the values of fair play, courtesy, and teamwork. Please note that the company will make exceptions to the policies whenever there is a good reason to do so, but you should obtain approval for exceptions in advance prior to failing to follow or circumventing the policy.

This handbook may also be considered as a working guide for supervisory and staff personnel in the day-to-day administration of our personnel policies. In it may be found explanations of those policies and procedures, which affect hours of work, compensation, advancement, and daily routine. Refer to your employee handbook often. If you have any question or require any clarification, the office manager or your immediate supervisor will be happy to assist you.

It is important to note that the policies and practices outlined in this handbook are subject to change and variance and may be changed or varied at any time and without prior notice, with or without written publication of the change or variance.

SECTION I: WHO WE ARE AND WHAT WE BELIEVE

1.1 Company Overview

ClearWater Solutions, LLC was established in January 2007 and is headquartered in Auburn, AL. The company partners with municipalities, county governments, water and wastewater boards, and private sector clients to provide knowledgeable operations, maintenance, and management services for water, wastewater, and public works systems. We have projects located across the Southeastern United States providing resources and assistance to one another in an efficient and cost-effective manner. Our growth is intentional and strategic – only focusing on clients who are within our geographical reach. We understand that quick response, constant communication, and a hands-on approach are vital to a project's success and we ensure this by remaining close at hand.

CWS believes in consistent, continuous communication with our clients. This communication fosters a team approach to solve the client's challenges. CWS is proud that we are small enough to be able to provide hands-on, personal service, while large enough to have the depth of staff and financial resources that ensure our clients' needs can be handled successfully.

Service must always be of top quality. We gain the trust of our clients by constantly maintaining our facilities, incorporating innovative measures, paying close attention to detail, and maintaining a commitment to quality. Our reputation as an industry leader is built on this trust and sets us apart from our competitors. Innovation and high technical performance constitute major factors in the decision-making process and have high priority in all company business.

We are dedicated to our clients and to the communities in which we serve; and we are constantly re-examining the way we work so that we can provide services in the most efficient and cost-effective manner possible.

1.2 Our Mission

Our purpose is to provide a safe and superior operation service. We strive to foster an environment where our clients become advocates, our employees find opportunities for growth, and our team is recognized as an industry leader.

SECTION II: COMMUNICATION

2.1 Open Communication Policy

It is ClearWater Solutions' (CWS) philosophy that every employee has the right to openly discuss concerns with his or her employer. CWS feels that we, as a company, have an obligation to try to understand any work-related concerns that an employee may have and quickly respond to them in a satisfactory manner.

CWS encourages maximum communication between employees at all levels. Each employee should feel free to discuss with management any matter concerning his or her own, or the firm's, welfare. The company is committed to make prompt and fair adjustment of any complaint a person may have.

It is CWS' philosophy that the best way to resolve any difficulty is to make it known and give it a complete and honest consideration. We cannot solve the problem unless we have been made aware of the issue. This is our way to attempt to maintain mutual understanding, respect and cooperation, so that each person can contribute to the best of his or her ability.

2.2 Open Door Policy

Employees who are experiencing problems are encouraged to discuss the issue first with their Manager/Supervisor. Employees are also free to meet with any management personnel to discuss a problem or question. If the situation is of a confidential nature or relates to a specific area, the employee is welcome to discuss it with Human Resources.

Employees will not be penalized in any way for bringing their problems or concerns to management. However, it is the responsibility of the employee to seek help before the problem leads to conduct that may result in disciplinary action. An employee's request for help will not be a defense to discipline imposed for prior misconduct by the employee. It is the Company's desire to address and reduce problems or concerns that employees may have to maintain a positive and productive relationship.

2.3 Conflict of Interest

All employees have a duty to further the Company's goals and to work on behalf of its best interest. Employees should not place themselves in a position where the employee's actions or personal interest may be in conflict with those of the Company.

Examples of conflict of interest could be: influencing a decision of the Company that results in a personal gain for that employee or a relative (a "relative" for purposes of this policy being any person who is related by blood or marriage), moonlighting for a competitor, acting as a director, officer, employee or otherwise for any business or entity with which the Company has a competitive or significant business relationship.

If employees have any question regarding whether a situation is a conflict of interest, they should discuss the matter with their immediate supervisor, who will make a determination as to whether a conflict of interest exists and what actions should be taken.

SECTION III: WORKING AT CLEARWATER SOLUTIONS

3.1 Employment at Will

CWS maintains an at-will employment relationship with our employees. This means that our relationship with you can be terminated with or without cause, or at any time, by you or by CWS. CWS reserves the right to make any change to your job duties and responsibilities.

3.2 Onboarding

At the start of your employment you will receive an initial orientation including introductions to all personnel; a review of this manual and the benefits it describes; and a thorough explanation of the expectations, duties and responsibilities of your new position. Your immediate supervisor will also familiarize you with routine office or plant procedures and operations. Your colleagues are expected to do their best to welcome you and to be as helpful as possible during your first weeks with CWS.

In-house training is a continuous process. It takes place on an informal basis when you first start to work with CWS. Special seminars may be organized when a large enough number of the staff require training to work on a new project or to obtain a required certification.

3.3 Promotions/Job Changes

It is the policy of CWS that each employee shall have an opportunity for development and advancement and that current employees will be considered for vacancies whenever possible or practicable. Employees who feel they are qualified for a position of greater responsibility should contact their supervisor who will assure that they are given consideration.

3.4 Employment Records

An employee's personnel file is a confidential record of employment and is managed and maintained by Human Resources. CWS will maintain all medical-related documents in a separate file in accordance with federal privacy laws.

As necessary, management may review an employee's personnel file for purposes including, but not limited to, discipline, performance review, promotion, transfer, or other actions affecting employment at CWS. The personnel file may not leave the Human Resources office.

Personnel files are the property of the company. Once your employment with CWS terminates, you automatically forfeit any right to review your personnel file or copy any of its contents.

3.5 Personal Information

The office manager maintains a personnel file on each staff member. All employees are required to notify the office manager of any change of address, telephone, or personal status: person to contact in the event of an emergency, educational or professional accomplishments, and appointments or honors.

3.6 Confidentiality

As the result of your employment at CWS, you will acquire and have access to confidential information belonging to CWS of special and unique value. Certain matters pertaining to our clients have great impact

on our relationship with them, their continued business and the degree to which we are liable for our actions.

Under no circumstances will financial matters concerning either our clients or our company be discussed with persons not employed by CWS. Until agreement with a prospective client is reached, there should be no mention of the client's name or the stage of our negotiations with the client company.

Staff members who are preparing proposals or writing reports sensitive to a client's interest will make certain that all important documents are locked safely in a desk or file cabinet whenever the staff member is not present.

At all times, extreme caution should be exercised when our staff members are in the presence of competitors. This is especially true at seminars, professional society meetings, and other semi-official gatherings where there may be a tendency to share restricted information. Such subjects include current workloads, proposals, schedules, clients, marketing plans and other areas that are sensitive to our business and could be damaging to all employees if they were known by our competitors.

Any questions concerning current or former employees should be directed to Human Resources. Unauthorized release of information subjects both the individual who released the information and CWS to lawsuit.

3.7 Equal Opportunity Policy

CWS provides equal employment opportunities (EEO) without regard to race, color, sex, gender, age, national origin, religion, disability, genetic information, veteran status, or any other legally-protected status. CWS complies with all applicable state and local laws governing non-discrimination in employment at every location in which the Company has facilities.

3.8 Non-Discrimination Policy

CWS prohibits discriminatory conduct, defined as verbal, written, visual or physical conduct that interferes with an employee's ability to work and that is based on race, religion, color, sex, age, national origin, mental or physical disability, veteran status, genetic information, or any other status or characteristic protected by applicable federal, state, or local laws.

This non-discrimination policy extends to all aspects of the employment relationship, including but not limited to, recruiting, interviewing, job assignment, compensation, discipline, termination and access to benefits and training.

Any employee who believes that he or she has been subjected to or observed discrimination as described in this section must immediately follow the reporting procedures. An employee may report directly to Human Resources.

Any employee found to have engaged in any form of discrimination in violation of this section will be subject to disciplinary action up to and including termination.

3.9 Workplace Harassment Policy

CWS believes that all employees have the right to work in an environment free from any type of discrimination or harassment.

This workplace harassment policy is designed to ensure that all CWS employees can work in an environment that promotes equal opportunities and prohibits harassment based on race, religion, color, sex, age, national origin, mental or physical disability, veteran status, or any other status or characteristic protected by applicable federal, state, or local laws.

Sexual Harassment

For the purposes of this Workplace Harassment Policy, Sexual Harassment is defined as:

Unwelcome or unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when (1) submission to or rejection of this conduct by an individual is used explicitly or implicitly as a factor in decisions affecting hiring, evaluation, promotion, or other aspects of employment; or (2) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

Other Harassing Conduct

For the purposes of this Workplace Harassment Policy, other harassing conduct may include any unwelcome, inappropriate and offensive conduct (1) that pertains to race, color, age, disability, national origin, or any other legally-protected status and (2) that is directed at a group of individuals because of race, color, age, disability, national origin, or any other legally-protected status.

3.10 Americans with Disabilities Act

CWS complies with the Americans with Disabilities Act (ADA) and makes every effort to ensure that qualified individuals with a disability are provided a reasonable accommodation unless the accommodation would cause an undue hardship to the employer.

A person with a disability is one who has a physical or mental impairment that substantially limits one or more major life activities.

To request an accommodation for a disability, you must notify Human Resources. CWS reserves the right to request medical documentation, if necessary.

3.11 Reporting Discrimination, Harassment, or Retaliation

If you have a reasonable belief that you or another employee has been the victim of harassment or discrimination in the work place, you must take the following steps.

- 1) Report and/or discuss the matter with your immediate supervisor;
- 2) If the concern involves your supervisor, report and/or discuss the matter with Human Resources;
- 3) If you believe that someone in Human Resources is the source or a participant in the harassment or discrimination, report the matter to the Company President.

CWS will investigate the matter and attempt to resolve your complaint. If for any reason, you believe that CWS has not investigated or attempted to resolve your complaint within a reasonable period, you may report your concerns to the Company President or Board member.

Intentional false reports are considered serious misconduct and are subject to disciplinary action up to and including termination. CWS will handle all complaints and investigations confidentially. Any

employee found to have harassed, retaliated, or discriminated against a fellow employee or subordinate will be subject to disciplinary action up to and including termination.

By accepting or continuing your employment with CWS, you have agreed to not participate in any illegal harassment of others, and to work with CWS to prevent harassment in the workplace.

SECTION IV: CWS POLICIES AND RULES

4.1 Philosophy and General Policies

CWS strives to be an industry leader in the Water, Wastewater, and Public Works Operation and maintenance sector in the Southeast by providing our clients with the highest professional standards.

Personnel Relations

The Company takes pride in the quality of work and spirit of cooperation and professionalism that prevails among its staff. CWS treats all employees equitably and with respect for their individual capabilities. To demonstrate this commitment, CWS:

- Employs and promotes based on merit
- Maintains fair and competitive salary programs
- Provides in-house training programs
- Affords opportunities for advancement and professional development
- Promotes from within whenever this is reasonable in the company's discretion
- Endeavors to establish and maintain good communications among staff
- Provides personal security through a comprehensive benefit program
- Seeks to improve working conditions and to develop human relations to the end that the company can attract and retain the most capable people in our profession

Client Relations

The goodwill and confidence of our clients is essential to our business. Therefore, it should be the goal of all CWS personnel to:

- Listen to our clients' needs
- Strive to communicate clearly
- Deal fairly and honestly with our clients
- Handle client requests promptly and cheerfully
- Exercise tact, patience, and courtesy
- Give our clients full value on every service provided
- Improve the range of our capabilities
- Take personal interest and initiative in solving clients' problems that are within the realm of our professional abilities
- Protect our clients' right to privacy and confidentiality

Public Relations

Making a favorable impression on people outside the company is always to our benefit. A good reputation positively affects the growth of our company which increases potential opportunities for all. Your manners and your appearance, in addition to your technical expertise, contribute to the overall impression that our clients and the public have of our company. Wherever you are, what you do or say can add to or detract from our professional reputation.

4.2 Attendance Policy

Every employee's position is essential to the operation and success of our company. Any absence or tardiness from the job creates a hardship to fellow team members and the business. However, we also understand that, from time to time, it might be necessary to be away from work. Therefore, whenever you know in advance that you will be late or absent from work, you must inform your supervisor/manager on the day prior to the absence. For emergency situations, you are required to call and report any full absence or any late arrival to work on the day of your absence or later arrival. Properly reporting your absence gives your supervisor/manager the opportunity to plan work around your absence.

Employees who fail to report to work or contact his or her supervisor for three (3) consecutive workdays shall be considered to have abandoned their job without notice, effective at the end of his or her normal shift on the third day. The supervisor shall notify the Human Resource department at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

4.3 Outside Employment

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below and must obtain prior written authorization from their immediate supervisor.

Employment, activities and conduct away from the job must not compete with, conflict with or compromise the company interests or adversely impact job performance and the ability to fulfill your job responsibilities. Employees are prohibited from performing any services for customers on nonworking time that are normally performed by CWS. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If CWS determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment. Termination of CWS employment will occur, in the event the employee refuses to discontinue outside employment.

Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including possible termination.

4.4 Inclement Weather

Employees should expect to report for work during inclement weather events unless informed otherwise by their supervisor.

In the event of severe inclement weather, CWS management will determine whether late arrivals or absences should be excused due to weather. In inclement weather, CWS does not encourage employees to take unnecessary risks to arrive at work and recommends the employee make independent judgment whether the road conditions or traveling conditions are safe for work commute. If the commute is deemed unsafe, CWS encourages the employees that can perform their job duties from home to do so.

If the project office is open and an employee decides to leave the office due to inclement weather, he/she shall record his or her time as "Vacation" on his or her timesheet. If an employee has to stay at home due to a school closing, the employee has to record his or her time as "Vacation" provided the office is open.

4.5 Drug-Free Workplace & Substance Abuse Policy

CWS is committed to providing a drug-free, safe, efficient and productive work environment for all employees. Employees who are under the influence of, distribute, possess, sell, transfer, use, or otherwise abuse drugs or alcohol in the workplace pose a safety risk to themselves and everyone around them.

CWS strives to protect employees, customers, suppliers, and the public from accident, injury, or property damage caused by employees who are unable to safely perform assigned duties because of problems associated with substance abuse. As such, all applicants who receive an offer for employment will be required to pass a drug screening. All employees are required to report to work, either on or off Company premises, free of alcohol, drugs, and the misuse of medications. CWS requires all its employees, regardless of title or position, to adhere to this policy and cooperate in any investigation of alleged violations of this policy.

The legal use of prescribed drugs is permitted on the job only if it does not impair the employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger the employee or other individuals in the workplace. If employees are prescribed medications that may impact their safety, or the safety of others, they are required to make Human Resources aware of the prescription prior to the start of their job. Human Resources will determine whether a temporary change in the employee's assignment (if available) or temporary leave of absence is warranted during the period of treatment. Exceeding the recommended dosage prescribed by the healthcare professional of a prescription medication or over-the-counter drugs on company premises could be a violation of this policy subjecting the employee to discipline up to and including termination.

4.6 Testing Employees

As a condition of continued employment, all employees are subject to drug and alcohol testing in the following circumstances.

- Pre-Employment: All CWS employees will be subject to pre-employment testing.
- Reasonable Suspicion: An employee must submit to testing upon reasonable suspicion if (1) he or she is under the influence of drugs or alcohol during the work day (2) or if CWS has reasonable suspicion to believe that he or she has engaged in the use of drugs or alcohol off hours that has the potential to affect work quality or safety.
- Post-Accident: An employee must submit to testing after any on-the-job related accident.
- Random Testing: All CWS employees will be subject to random testing.

Workers' Compensation Laws provide that an employee who refuses to submit to a blood or urine test after an accident, or fails or refuses to cooperate in the taking of a blood or urine test after an accident, forfeits the right to recover any workers' compensation benefits.

Every employee will be required to sign a consent form and/or other appropriate authorization documents prior to testing of an applicant or employee.

4.7 Employee Corrective Action Policy

Refer to insert on pages 33 & 34

Every employee has the duty and the responsibility to be aware of and abide by existing CWS company policies. Certain standards of job performance and employee conduct are necessary if CWS is to operate effectively and fulfill its mission.

CWS supports the Employee Corrective Action Policy (ECAP) to address issues when an employee's work or conduct does not meet acceptable standards. Our ECAP is intended to provide a corrective action process to restore an employee's performance to a satisfactory level and/or prevent a recurrence of undesirable behavior.

The particular corrective action taken will vary according to the severity of the incident and the circumstances surrounding the situation. Some of the factors that will be considered is whether the employee's actions endanger staff or others; the frequency of the offense despite coaching, counseling and/or training; and the impact the conduct and performance issues have on our organization.

The following outlines CWS ECAP process:

- Verbal Warning: A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is to be placed in the employee's file.
- Written Warning: Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has previously been issued and did not help correct the unacceptable behavior. The warning should include the steps the employee must take to correct the problem. Written warnings are placed in an employee's personnel file.
- Suspension: A period away from work with or without pay while CWS investigates an allegation of misconduct or some other disciplinary issue.
- Discharge/Termination: CWS maintains an at-will employment relationship with our employees. This means that our relationship with you can be terminated with or without cause, or at any time.

CWS reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, and discharge.

4.8 Violation of Policy

Any employee who violates this policy or who fails or refuses to fully cooperate with this policy, will be disciplined, up to and including termination of employment.

SECTION V: COMPENSATION

CWS recognizes that our continued success depends on the individual skills and talents of our staff. To ensure that CWS can attract and retain excellent people, the Company has approved and continually enforces a compensation plan, which attempts to assure that:

- Wages and salaries at CWS are equal to or better than those of similar companies whose employees perform similar tasks and employ similar kinds of people.
- Individual effort and achievement will be recognized both in direct salaries and in promotional opportunities.

Bonuses

The decision to reserve a portion of company profits for employee bonuses is at the discretion of the CWS Leadership Team. Bonuses are dependent on not only site-specific profits, but the overall company's performance, in areas such as safety and compliance, as well as individual performance in areas such as attendance and job performance, etc. The CWS Leadership Team has absolute discretion in determining who, if anyone, should receive a bonus, and if so, the amount to be awarded.

5.1 Employment Status

As noted in Section 3.1 of this Handbook, you are an "at-will" employee. This means that either you or the Company may choose to terminate the employment relationship at any time, with or without cause, or with or without notice.

Additionally, each CWS employee may be classified as one of the following:

- Regular Full Time Employees: Employees who work directly for and are paid by the Company, work at least 30 hours per week and usually for the standard 40 hours per week to fill an exempt or non-exempt position, and hired for an indefinite period. Regular employees are eligible to participate in all company benefits and activities, subject to any limitations noted in the descriptions of those benefits and activities. Those who work a regular schedule between 30 and 40 hours a week accrue a proportionate share of vacation and sick leave credits.
- Regular Part-Time Employees: Employees who work directly for and are paid by the Company, hired for an indefinite period, and have a normal work schedule of less than 30 hours per week. Employees in this classification are eligible for any benefits to which they may be entitled under federal or state law. They are entitled to be paid for working on holidays. Part-time employees who work on holidays receive the same pay they would have received for working that same number of hours on a regular work day plus time and one-half their regular hourly wage. Part-time employees are not eligible for any other benefits that CWS provides to its employees.
- Temporary Employees: An employee whose term of employment is for a limited period of usually 180 days or less. Employees in this classification are eligible for any benefits to which they may be entitled under federal or state law. They are also entitled to be paid for working on holidays. Temporary employees who work on holidays receive the same pay that they would have received for working that same number of hours on a regular work day plus time and one-half their regular hourly wage. Temporary employees are not eligible for any other benefits that CWS provides to its employees.

The provisions of the Fair Labor Standards Act (FLSA) divides all Regular Full-Time employees into two categories, exempt and non-exempt, with respect to eligibility for overtime payment.

- Exempt: Employees not covered by the overtime provision of the FLSA and for whom there is no legal requirement to be paid overtime. In our firm, exempt employees include executive, administrative, and professional staff members.
- Non-Exempt: Employees who are not exempt from the overtime and other provisions of the FLSA. Non-exempt employees are entitled to be paid overtime (time and a half) for work more than 40 hours in any workweek. In our firm, non-exempt employees usually include clerical staff members, operators, maintenance technicians, and laborers.

5.2 Pay Practices

Every employee is required to complete a time sheet for each workweek. All employees are responsible for keeping accurate records of his or her time worked.

Employees are paid on a bi-weekly (2 week) pay schedule, every other Friday. The pay period starts on Saturday at 12:00 AM and ends on Friday at 11:59 PM.

Direct deposit is mandatory for all CWS employees. Company policy discourages issuing any paychecks in advance of the regular payday or giving an advance on wages or vacation pay.

5.3 Performance Feedback

Performance feedback helps the individual and the Company to align our vision and values. Constructive feedback helps us to continuously improve, which is a key value of CWS. Every CWS employee will have his or her performance reviewed annually on their anniversary date of employment.

CWS' desire is that the performance review program will enable each employee to become aware of his or her strengths and value to the company, as well as, any areas in his or her performance which may need improvement. If areas of improvement are noted, it is CWS' hope that the employee will take steps to improve those areas. Often, efforts to improve performance are made with the guidance and assistance of the supervisor or the CWS Leadership Team.

5.4 Hours of Work

Employees work schedules may vary based on the Company's needs and requirements. Employees will be advised of the work schedule and any changes to the schedule that are necessary. Employees should always refer to the work schedule and their immediate supervisor for any questions they may have regarding the work schedule.

5.5 Time Reporting

Each employee is to maintain an accurate daily record of his or her hours worked. All absences from work schedules should be appropriately recorded.

Employees who record fraudulent time entries may be the subject of disciplinary action including possible termination.

All time sheets must be signed by the employee and initialed by the employee's supervisor. No one may change an entry on a time sheet without the employee's knowledge. Time sheets that are illegible or inaccurate are unacceptable.

Your time sheet should be submitted no later than Monday, at 8 AM, for the previous week for review and approval.

5.6 Meal Periods

Employees are encouraged to take a 60-minute meal break each day they work, unless otherwise directed by your immediate supervisor.

5.7 Expense Reports

CWS shall reimburse employees for expenses incurred on authorized Company business if they are necessary, incurred and supported by documentation. The employee is expected to exercise good judgment with respect to all expenses.

When on travel for the company, the following expenses are the obligation of the company: transportation to and from your destination; transportation to and from airports and hotels and the place of business; lodging; three meals per day; and mileage (if you have been authorized to travel in your personal vehicle).

The employee shall report all expenses the first week of the month following travel. Receipts for all expenditures are required for reimbursement and shall be submitted with the expense report. These must be turned in by the 10th of each month with expense checks being cut on the 15th. All receipts received after the 10th will not be processed until the next month. All receipts for credit card purchases are due in the corporate office by the 5th of each month after the statements have been sent to the employee.

Management, at its discretion, may change the expense policy to an expense allowance, a per diem arrangement, or direct payment by the company.

Reservations

The employee's supervisor must approve employee's proposed travel plans prior to the employee booking travel arrangements.

Employees may book travel reservations on line directly.

Entertainment

CWS expects all entertainment of clients and prospective clients to be conducted in accordance with applicable tax and ethics laws and company policy. In general, only principals of CWS and project managers may be reimbursed for entertainment.

Entertainment expense forms must show the business relationship of the individual entertained, the nature of the business discussed, the place of entertainment, and the cost. Please request and review current Ethics Law for the state in which you are entertaining.

5.8 Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. Every reasonable effort shall be made to give as much notice of overtime as possible.

Overtime for non-exempt employees is defined as any period of a tenth of an hour (6-minute segments) or more, which exceeds 40 hours per designated workweek. Non-exempt employees who are required to work on recognized holidays are paid their regular holiday pay plus time and one-half the regular base rate for the hours worked. Overtime can only be worked with prior authorization from a manager or supervisor.

5.9 On-Call and Reporting Pay

Occasionally, employees may be called in unexpectedly, to work on a problem, after-hours.

If you are a non-exempt employee and you are asked to report to work under these circumstances, you will receive on-call pay based on the pay practice of your project and in accordance with state and federal law. It may happen that you report to work and find that work is not available. If you report to work and you are not notified in advance of reporting to work, that work is not available, you will receive a minimum of two (2) hours pay at your regular hourly rate. Exempt employees are not eligible for On-Call or Reporting Pay.

SECTION VI: TIME OFF/LEAVE OF ABSENCE

A leave of absence is a company approved absence for a pre-determined period, with the understanding that the employee will, at the expiration of the leave, be reinstated with no break in his or her continuous service to the same job or one equivalent in benefits, pay, and other terms and conditions of employment unless his or her former job is no longer available.

No absence will be considered a leave of absence unless it has been preapproved in writing.

The return of an employee to work before the expiration of the leave of absence shall be at the discretion of the Company. An employee planning to return to work before the expiration of a leave is required to notify Human Resources at least one week prior to his or her intent.

An employee returning from a medical leave of absence must provide a doctor's note releasing the employee to return to work with no restrictions.

An employee requesting a leave of absence shall make their request through Human Resources. Employees must complete an FMLA application form. Human Resources will notify your manager/supervisor of the request for leave and anticipated duration of the leave of absence.

Employees who do not report to work upon the expiration of leave are subject to termination.

This policy does not contain all the definitions, limitations, rights and requirements for utilizing FMLA. Any employee who believes that he or she may have a reason to utilize FMLA leave, or who has questions about FMLA leave is strongly advised to consult Human Resources, to know whether an event or situation may qualify for FMLA.

6.1 Holidays

CWS recognizes 10 holidays per year. Regular employees receive these days off with pay. Temporary and part-time employees receive holiday pay for the hours they were regularly scheduled to have worked on that day, had it not been a holiday.

<ul style="list-style-type: none">• New Year's Day• Memorial Day• Independence Day• Labor Day• Thanksgiving Day	<ul style="list-style-type: none">• Day after Thanksgiving• Christmas Day• Day after Christmas (or before)• 2 Floating Days
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Floating holidays shall be utilized by projects that have existing holidays that CWS recognized when assuming operations (i.e. President's Day). These two days can be used anytime during the year by projects that recognize holidays based on CWS' schedule. Each employee requires two weeks' notice before being allowed to take a floating holiday.

Should a holiday fall on a weekend, the holiday will be observed on the work day closest to the holiday.

6.2 Vacation

Available to regular full-time employees only.

An employee will not be eligible to cash out more than three weeks (120 hours) of accrued, but unused vacation, upon separation or termination of employment.

Each pay period, employees accrue a portion of their annual vacation. The amount given depends on the length of service. Employees may carry over vacation leave hours from year to year and may accumulate up to **two** times their annual vacation.

Length of Service	Total Accrued Per Year
1 through 12 months	40 Hours
12 months through 119 months	80 Hours
120 months plus	120 Hours

Vacation Pay

Employees who take vacation under this policy will earn his or her base rate of pay. Overtime and other extra pay shall not be included in calculations of pay.

Employees who are on vacation over a holiday will not be charged that day as a day of vacation. The holiday will be recorded as a holiday and not as a vacation day.

Scheduling

Employees may request the scheduling of their accrued vacation credits at any time during the year, subject to the approval of the immediate supervisor to ensure that no interference with the employee's work will result.

All employees who wish to utilize vacation must submit a Vacation Request Form to their immediate supervisor two weeks in advance of the vacation, unless in emergency situations. The employee's immediate supervisor will determine if a situation is considered an emergency.

Although consideration will be given to the desires of the employees, there may be occasions created by work-dictated reasons that will require that some employees reschedule their vacation dates. The basis for selecting which employee gets preference of vacation dates, in the event two employees want the same time off, will be given to the employee whom first made the request. In any event, employees should request vacation at least 30 days in advance, and may do so as soon as the first work day of each New Year.

Other Terms

Employees are expected and required to note any utilized vacation on their time sheets. Time sheets for vacation must be submitted in advance of each day taken.

CWS respects the rights of each of its employees to observe those days that are recognized by his or her religion of choice. Employees will be permitted to be absent from work without pay on such days. Employees may elect to utilize accrued vacation in lieu of leave without pay.

6.3 Sick Leave

Sick leave is accumulated each pay cycle by regular employees in the same manner as vacation is accrued. All hourly employees accrue sick leave at the rate of six (6) days per year. All salaried employees accrue sick leave at the rate of twelve (12) days per year.

To qualify for paid sick leave, the employee must notify his or her supervisor two hours before the employee is to report to work to inform the supervisor of their illness, unless the employee is medically unable to contact the supervisor. Sick leave payment shall be based on the regular base pay the employee would have received had her or she been working, and shall not include overtime or any other extra payment.

Employees may carry over sick leave hours from year to year and may accumulate up to 320 hours. Any hours more than 320 will be automatically forfeited. Sick leave may be used when the employee is ill, or for health care visits to doctors or dentists. Use of sick leave for any other reason is considered by CWS to be a dishonest act and could result in discipline, including termination.

Employees utilizing sick leave while on Family and Medical Leave should refer to the requirements and limitations under the policy on Family and Medical Leave. CWS may require any employee who is utilizing sick leave because of his own illness or that of a family member, to provide a valid medical certification from the treating physician, confirming the nature and extent of the medical condition. Employees whose employment ends for any reason are not entitled to be paid for any unused sick leave. Any such unused sick leave is automatically forfeited as of the last day of employment.

Any regular employee may “borrow” up to 24 hours of sick leave. Any employee who requests and is granted an advance of sick leave automatically agrees that if their employment terminates for any reason, with sick leave owed, the value of the sick leave owed will be deducted from the employee’s final paycheck.

Additional hours of sick leave up to the total accrued vacation time may be paid to the employee and subtracted from his or her accrued vacation account at the employee’s request.

6.4 Family and Medical Leave Act

Employees are eligible for leave under the Family and Medical Leave Act (FMLA) after working at least twelve (12) months and 1,250 hours in the 12-month period immediately preceding FMLA leave.

Each time an employee takes leave that qualifies as FMLA leave, CWS will compute the amount of leave the employee has taken and subtract it from the 12 weeks of available leave. The balance remaining will be the number of days the employee is entitled to take.

CWS requires that eligible employees who are absent for a reason that qualifies for FMLA leave, utilize all available paid leave before taking unpaid leave.

CWS reserves the right to deny FMLA leave to any employee who fails to submit the required forms within the established time limits.

Eligible employees may request FMLA leave for the following reasons:

Twelve (12) workweeks of leave in a 12-month period for:

- Birth of a child and to care for the newborn child within one year of birth
- Placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement
- Care for the employee's spouse, child, or parent who has a serious health condition; a serious health condition that makes the employee unable to perform the essential functions of his or her job
- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty," or

Military Caregiver Leave

Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Limitations on Leave

If both husband and wife are employed by CWS and both are eligible for FMLA leave, they are limited to a combined total of twelve (12) weeks if the leave is taken for any of the following reasons:

- Birth of a child and to care for the newborn child within one year of birth
- Placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement
- Care for the employee's spouse, child, or parent who has a serious health condition; a serious health condition that makes the employee unable to perform the essential functions of his or her job

However, the FMLA does not leave to care for an in-law with a serious health condition. Thus, neither spouse may take FMLA leave to care for the spouse's parent, who has a serious health condition. If one spouse is ineligible for FMLA leave and the other is eligible, the eligible spouse is entitled to take the full twelve (12) weeks of leave.

Notice for Foreseeable Leave

Employees must provide at least 30 days' notice if they desire to take FMLA leave for absences related to the reasons listed above. Employees are also required to provide at least 30 days' notice for any other reason, if they know in advance they will need to take the leave. If an employee is not able to provide 30 days' notice, the employee is required to provide as much notice as is reasonably possible under the circumstances. Employees who fail to provide adequate notice for a reason that was foreseeable, may be required to postpone taking the leave to a date that is convenient for CWS.

Notice for Unforeseeable Leave

Any employee who, on returning to work, desires to have his absence designated as FMLA leave must notify the company no later than two (2) work days of his return, otherwise, the leave will not be designated as FMLA leave. The FMLA authorizes employers to designate as FMLA leave, any absence

that qualifies for such leave under the Act. Employees do not have the right to object to the designation of any such absence as FMLA leave.

Reporting Requirements

Employees who are on FMLA leave for a health-related reason are required to periodically report to CWS on their status and their intent to return to work. Employees who are on FMLA leave for any other reason should specify the date they will return to work, before they begin the leave.

Health Care Contributions

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. Employees are responsible for continuing to pay their employee contribution to health care premiums while out on leave. Failure to pay the required employee contribution will result in laps of coverage. Employees on FMLA leave are not entitled to additional accrual of benefits while on leave. Employees participating in the 401(k) are not allowed to make contributions to the Plan while on FMLA leave and all matching contributions by CWS are suspended while an employee is on FMLA leave. No employee shall be entitled to Holiday pay while on FMLA leave.

6.5 Military Leave

CWS is committed to protecting the job rights of employees and absent on military leave. In accordance with federal and state law, it is the company's policy that no employee or prospective employee will be subjected to any form of discrimination based on that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment based on such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or this policy. If an employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact Human Resources.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service.

Employees requesting leave for military duty should contact his or her immediate supervisor and Human Resources to request leave as soon as they are aware of the need for leave. For military leave beyond four (4) weeks, employees will be reinstated in accordance with laws governing veteran's employment rights.

6.6 Bereavement Leave

Employees will be allowed time off for bereavement leave when there is a death of an immediate family member. An immediate family member means a CWS employee's parent, step-parent, foster parent, foster child, spouse, son/daughter, sister/brother, mother-in-law/father-in-law, son-in-law/daughter-in-law, grandparent, grandchild, stepchild or legal guardian.

Employees will be paid their regular straight time hourly rate for hours lost from their regular work schedule on the following basis:

- Pay will be provided for up to three (3) consecutive workdays, or 24 work hours, with one of the days being the day of the funeral.
- If an employee needs additional days or hours away from work, this time will be charged to the employee's sick leave, or if the employee does not have accrued sick leave it will be charged to vacation.
- Pay under this section does not count toward overtime hours.
- Written verification of death/relationship is required to provide pay under this Section.

Should the occasion arise that an employee needs the time to attend the funeral of an aunt, uncle, niece or nephew the employee may decide with his or her supervisor to take vacation and/or unpaid leave. The granting of any such leave is discretionary to CWS.

6.7 Jury Duty

Jury duty is an obligation and a privilege of citizenship and we encourage our staff members to serve when asked to do so. During this time of service, you will be paid your regular wages. When jury duty does not demand your services for a full day you should return to your job.

6.8 Maternity Leave

The company provides up to twelve (12) weeks of unpaid maternity leave. At the end of this leave, the employee may return to their same job description at the same rate of pay.

Should the employee request additional time for maternity leave, the company cannot guarantee the availability of the employee's same position and pay level.

The employee will be required to exhaust all leave while on maternity leave. The Company will continue to pay for their portion of health insurance and the employee will be responsible for their portion while on maternity leave.

6.9 Lactation/Breastfeeding

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. Any breast milk stored in a company refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Nursing mothers should contact the office manager or administrator for instructions regarding the lactation for breastfeeding.

Employees who work off-site will be accommodated with a private area as necessary. Breaks of more than twenty (20) minutes in length will be unpaid, and the employee should indicate this break period on her time record.

6.10 Utilization of All Paid Leave

Any employee who utilizes all his or her paid leave will be expected to report to work unless he or she has obtained prior consent to be absent from work without pay. Failure to report to work without obtaining authorization for leave without pay will be considered an unexcused absence and may result in discipline, including termination. Exempt employees may request authorization to request an advance against future vacation or sick leave. Any exempt employee who is not on Family and Medical Leave or other approved leave and is absent from work for six (6) consecutive work days, or more, following utilization of all accrued leave and personal leave authorized, advance leave, shall be placed on either unauthorized leave without pay, or authorized leave without pay, whichever CWS, in its sole discretion, shall determine is appropriate under the circumstances.

Non-exempt employees who take leave without pay may elect to work additional hours to make up for hours not worked. However, no employee may work such additional hours without the prior approval of their immediate supervisor and any such “make-up” work must be done during the same work week as the unpaid leave

SECTION VII: BENEFITS

The benefits in this Section are available to all employees unless indicated otherwise. Benefits are subject to change at the discretion of the Company.

You will be provided with a summary plan description for each insurance plan or benefit that you elect to receive. These summaries will contain a description of your coverage and benefits.

7.1 Medical, Dental and Vision Insurance

The company currently offers regular full-time employees enrollment in medical, dental, and vision insurance coverage. Employee's primary medical group plan is with Blue Cross and Blue Shield of Alabama and secondary medical group plan is with Alliance Health Supplement. The dental and vision group plan is administered through The Guardian. The company pays for 75% of single and family medical coverage and 70% of dental coverage. The employee is responsible for 25% of the premium for single and family medical coverage. Vision insurance is paid 100% by the employee.

Employees have up to 30 days from his or her date of hire to select medical, dental and vision plan elections. Once made, elections are fixed for the remainder of the plan year. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change. Please contact Human Resources to determine if a family status change qualifies under the Plan document and Internal Revenue Service (IRS) regulations.

At the end of each plan year during open enrollment, employees may change medical, dental and vision elections for the following calendar year.

7.2 Life & Accidental Death and Dismemberment Insurance

This insurance is offered to full-time CWS employees and paid 100% by the company.

CWS provides Basic Life Coverage in the amount of 200% of your annual salary, to a maximum of \$50,000 with a minimum amount of \$10,000.

7.3 Long Term Disability Insurance

This insurance is offered to full-time CWS employees and paid 100% by the company.

7.4 Cafeteria Plan

The Cafeteria Plan allows employees to pay their insurance premiums at attractive group rates. Employees may make their own selection of these benefits, some of which are on a tax-advantaged basis.

7.5 401(K) Plan

A self-directed 401(k) plan has established to benefit all CWS employees. Employees may contribute pre-tax income up to the limits established by the IRS. CWS, at its discretion, may match up to six percent (6%) of the employee's annual gross salary. CWS currently offers 401(k) plans through Newport Group. Employees, 21 years of age or over, are eligible to participate in the 401(k) plans upon their hire date with CWS.

7.6 COBRA

You may be eligible to continue your present level of health insurance under CWS's insurance plan at your own expense under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). The Act provides for the continuation of health insurance for varying periods up to 36 months for former employees, retirees, spouses and dependent children who lose coverage because of certain qualifying events, provided that the employees bear the cost of the health insurance premium themselves. Dependent children include a child born to, or placed for adoption with, the covered employee during the period of COBRA coverage.

In the case of an employee termination or reduction in hours, the statutory COBRA continuation period is 18 months. For individuals who are disabled (for Social Security purposes) at the time of the termination or reduction in hours, that statutory COBRA continuation period is 29 months. This provision also applies to employees or any qualified beneficiary who becomes disabled during the continuation period, if they give the employer notice within 60 days of the disability and before the expiration of the 18-month period. For any other qualifying event except bankruptcy, that statutory COBRA continuation period is 36 months. Also, a special "multiple qualifying even" rule extends the 18-month period to 36 months.

Should a qualifying event occur, CWS will notify you of the options available to you. Notification by you or your spouse must be made within sixty (60) days to continue coverage.

7.7 HIPPA

The Health Insurance Portability and Accountability Act of 1996 (HIPPA) requires health insurance plans and issuers to advise you and your dependents of enrollment rights when you are declining health coverage. If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance, you may in the future be able to enroll yourself or your dependents in the plan offered by CWS, provided that you request enrollment within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself, your dependents, or both, provided that you request enrollment within 30 days after marriage, birth, adoption, or placement for adoption.

HIPPA requires group health plans and issuers to advise you in writing, at the time of enrollment, notices that pre-existing exclusions may be imposed. The pre-existing exclusion period will be reduced if the employee (without a break in coverage longer than 63 days) has a Certificate of Creditable Coverage or other documentation of prior coverage from a previous insurance carrier. Creditable coverage means any coverage under an individual or group health plan including COBRA, Medicare, Medicaid, U.S. Military, Champus, Federal Employee Program, Indian Health Service, Peace Corps Service, a state risk pool, or a public health service. For additional information on this benefit, please contact Human Resources.

7.8 Workers' Compensation Insurance/Benefits

CWS provides comprehensive workers' compensation benefits to employees for job-related injuries or illnesses. This insurance provides medical care for temporary disability and benefits for permanent disability.

All injuries incurred on the job must be reported to your supervisor immediately. Unless such accident or injury is properly reported, medical coverage and compensation may not be provided.

Drug testing is mandatory for all Workers' Compensation Accidents. The Workers' Compensation Law provides that an employee who refuses to submit to a blood or urine test after an accident, or who fails or refuses to cooperate in the taking of a blood or urine test after an accident, forfeits all right to recover any workers' compensation benefits.

All workers' compensation claims, benefits, and injuries are subject to investigation by your supervisor, as well as insurance adjusters, and other relevant parties. Faking an injury to obtain improper workers' compensation benefits is a crime. Full cooperation in any insurance investigation is required of all CWS employees.

All decisions regarding liability, insurance coverage, and payments will be made by the insurance carrier and will be subject to insurance review and appeal processes.

For reporting policies and procedures, refer to the Accident Reporting Flow Chart.

7.9 Social Security (FICA)

Federal law requires that CWS provide social security coverage for all employees. By law, the cost of social security benefits is divided equally between the employer and the employee.

Employees who are approaching retirement, or have questions about social security benefits should contact the closest office of Social Security Administration.

7.10 Unemployment Insurance

CWS complies with the legal requirement to provide unemployment insurance for its employees. The entire cost of this insurance is paid by CWS. Laws governing the disbursement of unemployment benefits determine if a terminated employee is eligible for benefits.

7.11 Transfers and Moving

Occasions do arise when an employee may be transferred to another facility to meet the immediate needs of the company. When a transfer at the request of the company is agreed upon, CWS will reimburse the following expenses: shipping of household goods, travel and temporary accommodations for the employee and family, and certain miscellaneous reasonable costs incurred as a direct result of the move.

Employees will be required to sign a written agreement on repayment of reimbursements to CWS if he or she chooses to leave or is terminated within the first year of relocating.

SECTION VIII: THE WORKPLACE

Every member of the staff is expected to maintain order in his or her own workspace or office. Individual work areas may be decorated, but only within the bounds of professional appearance. Client's facilities should be maintained in a professional manner.

8.1 Attire and Grooming

It is CWS' philosophy that personal appearance is a major factor in an employee's self-image. CWS employees represent the company. It is CWS's belief that the impression that an employee makes on clients and potential clients affects the success of CWS. For this reason, your personal appearance and the impression that appearance gives to clients and potential clients may directly affect your success as an employee with Clearwater Solutions, LLC. All employees are expected to wear appropriate business style attire. The guidelines are intended to encourage your success in our company:

Office Staff

Men who work in the offices of Clearwater Solutions, LLC are expected to wear slacks, sports or dress shirts, conservative shoes and socks (no T-shirts, blue jeans, tennis type footwear). Managers or operators who are expected to meet with clients on a regular basis are expected to wear dress shirts, dress pants, ties, and a coat, when appropriate. Casual wear or sloppy dress is not acceptable.

Women who work in the offices of Clearwater Solutions, LLC are expected to wear tailored suits or other appropriate business attire. Casual wear (i.e. sportswear type clothing, leather, sun back dresses without jackets, blue jeans, miniskirts, leggings, crop tops) are not acceptable.

Field Personnel

All CWS Field Personnel are expected to wear uniforms and work boots provided by the company. These items must be neat, clean, with no tears, stains or other unsightly matter. Shirts may not be removed while working in an occupied area. Hats are appropriate when working in the sun and mandatory if in a hard-hat work area. Cut off sleeves are prohibited for all employees. Shirts must be tucked in to pants.

Tight fitting or suggestive attire is not acceptable for any employee. Employees who fail or refuse to comply with these guidelines may be subject to appropriate discipline.

8.2 Common Areas

Smoking

No smoking is allowed in any of the CWS offices, facilities, and vehicles. Signs are posted in all areas as a reminder of this company rule. Employees can take four (4) 15-minute breaks during the day for personal smoking.

Conference Room

The conference room, if provided, may only be used for work on company business and is not to be used for lunch, except for meetings. Conferences should be scheduled in advance with the receptionist or posted on the schedule board near door. The individual using the conference room should notify the receptionist of the date and time the room is to be occupied and who will occupy the room. The receptionist should also be promptly notified that the room has been cleared.

Employees who utilize the conference room should vacate it prior to the next scheduled conference and are responsible for putting away items that may have been used for their meeting. As a courtesy, employees should also remove coffee cups and soft drink bottles, erase blackboards, and return chairs neatly around the table before the next meeting. The employee who scheduled the meeting is responsible for cleaning up or for designating the task to another staff member.

Security and Keys

Doors should remain locked after normal business hours, which are 7:00 AM to 5:00 PM. When the doors are locked from the outside, take care that they close securely behind you when you leave the building. If you are working outside of normal working hours, you must have a key and lock the outside doors when you leave. All gates and fences shall always remain locked unless an employee is working in the area and needs to enter and exit often to perform their duties.

Lighting

Lighting shall be maintained at all CWS facilities to ensure the safety of the employees.

8.3 Services and Equipment

Company property may not be removed from the facilities except in certain circumstances. When it is necessary to take equipment or tools to perform a job, the item must be checked out with the Project Manager.

Mail and Correspondence

All incoming mail is delivered to the manager of the facility and, unless obviously personal, is opened and distributed to the appropriate departments as quickly as possible. All outgoing mail should be handled by the manager/secretary for postage.

Receipt of personal mail at the office is discouraged. If it is likely that you will be receiving mail because of your activities in professional, fraternal, civic, or other organizations, please notify the manager.

All business correspondence goes out with the name of CWS on the company's official letterhead. Correspondence written by a staff member is signed by the individual writer. Staff members other than the project managers may only initial correspondence upon authorization by a supervisor or project manager.

If a staff member writes a letter for the signature of a principal or for a designated department, the initials of the employee should be typed in the lower left-hand corner of the letter in addition to the initials of the principal signing the letter.

All correspondence is given a subject unless it is of a very general nature. The appropriate job charge number should be used whenever possible to aid in filing and recipient identification.

All facsimiles should indicate the name of the employee sending the fax, and the name and fax number of the person to receive the document.

Telephones

Company telephones should be used for company business. Excessive use, such as personal texting shall be limited. Texting while driving a CWS vehicle is strictly prohibited.

In some circumstances, our company is connected to a private long-distance service and you will need a personal number to make long-distance calls. Please see the manager for instructions about placing long distance calls. If you must make a long-distance call on company business from an outside telephone, you may charge it to your office number or submit an expense form and a copy of your itemized telephone bill to the manager.

Use of company phones and company time for personal calls is strongly discouraged except when an urgent need exists. Personal long-distance calls should not be made except in an emergency and should be charged to your home telephone or a cell phone with unlimited minutes.

At the discretion of management, an employee may be provided with a company cell phone. CWS will provide a cell phone, case and a charger to the employee. The employee will purchase any additional items. In the event of neglect and damage to the phone, case or charger, the employee will be responsible for purchasing the replacement. If a phone is broken or damaged during the normal course of business, management will decide on the action for a replacement.

Office Supplies

Supplies should be used efficiently. When you notice that basic supplies are nearly exhausted, you should notify the manager/secretary. Large purchases require a purchase requisition that should be filled out, approved according to cost and given to the manager stating the purpose of the request and the project charge number.

Computers and E-Mail Usage

Computers, computer files, the e-mail system, and software furnished to all employees are CWS property and intended for business use. Employees should have no expectation of privacy regarding the use of company systems. Access to the Internet is provided to increase productivity and is not intended to be used to spend time unrelated to business use. Management will determine Internet access of its employees based upon their assigned tasks.

CWS strives to maintain a workplace free from harassment and sensitive to the diversity of its employees. Therefore, CWS prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

CWS has provided each computer with a uniform collection of software programs designed to conduct official company business. No employee may install additional software or modify the software on any company computer unless approval is provided by Management. This is necessary to ensure system compatibility and the security of data maintained in the company network.

Employees who violate this policy will be subject to disciplinary action, up to and including termination depending upon the severity of the offense.

8.4 Visitors

All persons other than staff entering any facility should announce themselves to the receptionist who will call the person being visited to come to the front office to meet their guests. All visitors must sign in and out at the front desk.

8.5 Vehicle Policy

Please refer to CWS' vehicle policy for all information pertaining to company vehicles. This policy must be read by the employee, signed and returned to corporate office when hired.

Use of Company Vehicles

CWS owns several vehicles for use on company business. They are to be used under the following circumstances:

- To travel between the office, plants and project sites, client meetings, and other business activities
- Transport of maintenance crews
- Authorized out-of-town business trip
- Solely for travel to and from work by the individual to whom the vehicle is assigned on a regular basis

No stickers (Collegiate, Clubs, Memberships, etc.) shall be affixed to any company owned vehicle. Also, the interior of the vehicle must be up in acceptable condition (i.e., no trash, guns, alcohol).

Use of Personal Vehicles

Business use of a personal vehicle by an employee will be reimbursed at \$0.48 per mile. All mileage for business use of a personal vehicle is computed from the place of work and not the place of residence.

The company maintains public liability and property damage insurance on its own vehicles, but provides no coverage for personal cars being driven on company business. All employees who use their own cars on company business must carry a minimum of \$100,000 public liability and \$25,000 property damage insurance. CWS will pay your deductible for any coverable accident which occurs while conducting official CWS business.

Field vehicles may be taken home by the employee on-call for the weekend. Company vehicles are not to be used for personal needs on the weekend unless authorized by the employee's regional manager. Several people in the maintenance crews are dependent on this vehicle and equipment and it must be readily available for the crews use in case the crew chief is absent from work.

SECTION IX: PROFESSIONAL DEVELOPMENT

To maintain and develop the high level of expertise and professionalism, for which CWS is known, the company encourages professional and educational development for all staff.

9.1 Certification

State regulations require professional operators to be certified to operate utilities. We urge all our professional staff to obtain applicable certifications as soon as they are qualified to do so regardless of their present assignment or level of responsibility within the company.

The company will reimburse all expenses for travel to other states and the cost of obtaining certification in other states where certification is obtained at the request of the CWS Leadership Team. The company will assume payment of certification fees for all regular professionals, as approved by the Company President.

All employees will be required to fill out the Employee Certification Form when requesting CWS to pay for the testing and certification exams. All requests need to be submitted to the corporate office for approval. If approved, CWS will reimburse the employee for the first testing fee associated with the level of certification trying to be attained. Any additional tests required for the same level of certification will be paid by the employee.

9.2 Professional and Technical Societies

CWS encourages active participation in technical and professional societies and will pay annual dues to one such organizations per facility under contract. Additional memberships may be paid with the approval of a supervisor who will assess the benefit to the company through such affiliations. Time off to attend local meetings of interest and benefit may be arranged. When the meetings are held in conjunction with a meal, CWS will pay for the meal.

Paid time off and certain expenses may also be granted to individuals wishing to attend regional or national meetings dealing with subject matter that will benefit their professional development and enhance the company's reputation. Personnel who are elected to office or are invited to deliver technical papers will receive priority consideration when more than one staff member wishes to attend the same out-of-town meeting.

9.3 Educational Programs

Your professional effectiveness depends on your efforts to increase your knowledge and ability. CWS will make every reasonable attempt to adjust work assignment to permit attendance at seminars and training sessions that can help you to stay abreast of rapidly expanding technology in our field.

To qualify for financial assistance, you must have worked for CWS for at least one year and must be an employee when the course is completed. Application procedures and determination of eligibility are the same as outlined for Training Programs (Section 9.5).

9.4 Civic Organizations

Membership in civic organizations, service clubs and luncheon clubs are encouraged if it is felt that the company will benefit from the employee's participation in the civic group. In some circumstances, expenses involved with civic activity may be reimbursed as approved by the Company President.

9.5 Training Programs

If courses of instruction are directly related to your assigned duties within the company, financial aid may be available. Your application for financial assistance will be considered by the CWS Leadership Team when submitted in writing, based on your length of service with the company, available funds, and the applicability of the course of study to present and future needs of the company. You are expected to pay for the instruction, fees, and materials and will be reimbursed based on the following:

GRADE	REIMBURSEMENT
A	100%
B	75%
C	50%
Other	0%

If you are taking courses at the request of the company, the responsibility for all travel, fees, and other authorized expenses is assumed by the company. Time out of the office during normal working hours to attend such a course will be counted as regular hours worked.

Occasionally, you will be expected to attend training sessions conducted by members of the company or outside experts. These may be offered when a new project is undertaken with a team that needs to be brought up to date on latest developments; to introduce a new technology of interest to all the technical and professional staff; or to demonstrate a new technique or piece of equipment.

Employees will be required to sign a written agreement on repayment of reimbursement to CWS if he or she chooses to leave or is terminated within the first year of obtaining certification.

SECTION X: ENDING THE EMPLOYMENT RELATIONSHIP

Separation of employment within an organization can occur for several different reasons.

- **Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization.
 - If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.
 - Resigning employees shall schedule an exit interview with their manager/supervisor as soon as notice is given. Exit interviews will be scheduled during employee's last week of employment.
- **Retirement:** Employees who wish to retire are required to notify his or her supervisor and Human Resources in writing at least one (1) month before the planned retirement date.
- **Termination:** Employees of CWS are employed on an at-will basis, and the company retains the right to terminate an employee at any time without notice.

10.1 Returning of Company Property

Any separating employee must return all company property at the time of separation, including but not limited to, computers, passwords, cameras, cell phones, keys, uniforms, project information and building access cards. Failure to return company property may result in deductions from the final paycheck. Failure to return intellectual property, i.e., e-mails, contracts, drawings, etc. will be pursued in civil or criminal courts.

Accrued vacation leave may be paid on the last paycheck or the paycheck after unless the employee resigned and did not work a full two weeks' notice.

All elected insurance terminates the last day of the month of employment. Employees will be required to pay his or her share for elected coverage through the end of the month. Information for COBRA continued health coverage will be provided to any separating employee.

10.2 Rehire

Former employees who left CWS in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exams or certifications, when required for the new position.

10.3 Retirement

CWS does not have a mandatory retirement age for employees. CWS recognizes the right of employees to continue to work for so long as they can perform the essential functions of his or her job.

ClearWater Solutions Rules & Regulations					
General Conduct					
	Infraction	First Offense	Second Offense	Third Offense	Fourth Offense
1	Improper use of company telephones, computers, or conducting personal business during working hours	Verbal	Written Reprimand	Suspended	Discharge
2	Engaging in horseplay, scuffling, or throwing things, or otherwise endangering self or others while on the job or company property	Verbal	Written Reprimand	Suspended	Discharge
3	Contributing to unsanitary conditions or littering	Verbal	Written Reprimand	Suspended	Discharge
4	Being rude, insulting, or otherwise uncooperative in dealing with coworkers or others	Verbal	Written Reprimand	Suspended	Discharge
5	Dressing inappropriately	Verbal	Written Reprimand	Suspended	Discharge
6	Using company property for personal use		Written Reprimand	Suspended	Discharge
9	Engaging in threatening, violent, aggressive, or assaulting behavior towards a coworker, Supervisor, client, or business associate		Suspended	Discharge	
10	Violation of the company's Drug and Alcohol Policy		Suspended	Discharge	
11	Violation of any (State or Federal) law or regulation related to the performance of work duties		Written Reprimand	Suspended	Discharge
12	Gambling on company property or during working hours		Written Reprimand	Suspended	Discharge
13	Unintentional waste, misuse, damage, or destruction of company property or equipment or the property of another		Written Reprimand	Suspended	Discharge
14	Intentional waste, misuse, damage, or destruction of company property or equipment or the property of another		Suspended	Discharge	
15	Unauthorized possession of weapons or explosives on company premises, including vehicles in parking lots		Discharge		
16	Insubordination, including failure to follow any verbal or written job instructions		Written Reprimand	Suspended	Discharge
17	Discriminatory behavior or harassment of a sexual, racial, ethnic, or religious nature		Written Reprimand	Suspended	Discharge
18	Sleeping on the job	Suspended	Discharge		
19	Falsifying company records such as manipulating or misrepresenting laboratory samples and monthly permit reports	Suspended	Discharge		
20	Dishonesty	Suspended	Discharge		
21	Deliberately restricting or preventing work from being performed	Suspended	Discharge		
22	Engaging in off-duty conduct that negatively affects the company's reputation, client relations, services, or associate's relationship with other associates	Written Reprimand	Suspended	Discharge	
25	Any other conduct that is, in the view of the company, serious enough to justify discipline or discharge	As determined appropriate by ClearWater Solutions			
26	Disclosure of confidential information				Discharge
27	Theft, fraud, or misappropriation of funds				Discharge

28	Retaliation in any way against an associate who reports concerns about improper conduct and/or inappropriate behavior			Suspended	Discharge
29	Unintentional misrepresentation or error that leads to a permit violation		Written Reprimand	Suspended	Discharge
30	Viewing, distributing, or intentionally receiving inappropriate materials such as pornography or hate mail			Suspended	Discharge
Attendance					
Infraction		First Offense	Second Offense	Third Offense	Fourth Offense
1	Excessive or unauthorized absenteeism or tardiness		Written Reprimand	Suspended	Discharge
2	Starting work late or stopping work early, even when on worksite on time		Written Reprimand	Suspended	Discharge
4	Extending break or lunch periods		Written Reprimand	Suspended	Discharge
5	Failure to comply with call-in policies during absences (Sick & Vacation)		Written Reprimand	Suspended	Discharge
Work Performance					
Infraction		First Offense	Second Offense	Third Offense	Fourth Offense
1	Careless, inaccurate, unreliable, or otherwise inadequate work performance	Verbal	Written Reprimand	Suspended	Discharge
2	Careless, inaccurate, unreliable or otherwise inadequate work performance that results in fine, permit violation or compliance issue		Written Reprimand	Suspended	Discharge
3	Wasting time, loitering, or leaving the work station without permission during any assigned shift		Written Reprimand	Suspended	Discharge
4	Failure to complete work duties or assignments	Verbal	Written Reprimand	Suspended	Discharge

Employee Handbook Acknowledgment and Receipt

I have been assigned a copy of the ClearWater Solutions, LLC (CWS) Employee Handbook, and I understand that it is my obligation to read the handbook and to understand what it says.

I acknowledge that after having read the handbook I am encouraged to contact Human Resources any time if I have uncertainty about any personnel policy, practice, or benefit.

I understand that additions to this handbook may be issued to me from time to time and that I am obliged to insert those additions into the handbook to assure it is remaining current.

Finally, I understand that ClearWater Solutions, LLC wishes, as much as possible, to be able to respond to the individual needs of each employee and of the company, and that exceptions to the policies outlined in this handbook may be made whenever there is, in the company's opinion, good reason to do so. However, I fully understand that I should not circumvent or disregard any policy without prior written consent.

I acknowledge that I understand that employment at CWS is "at will" which means that employment relationship will exist so long as I and CWS both agree that it is in our mutual benefit. I confirm that I have been made no promises of continued employment for any specified term and that there are no "permanent" or "lifetime" employment agreements with this firm. I understand that this policy can only be changed by the CWS Leadership Team, in writing, in a document labeled "Contract of Employment".

I understand that no benefits with CWS are to be deemed as vested, nor can I receive payment for or in lieu of, any benefits unless it is otherwise clearly specified.

I understand and acknowledge that this handbook is not a binding contract of employment and that CWS is free to vary or change the policies, procedures, benefits, and terms outlined in the handbook at any time for any reason it deems sufficient.

I understand that it is my obligation to point out to my supervisor any incidents of discrimination or harassment based on race, sex, age, national origin, religion or handicap that I experience or observe. I should advise another or higher official of the firm if circumstances do not allow me to advise my immediate supervisor or if no action is taken by my immediate supervisor.

I understand and agree to return this handbook, along with any other properties of CWS to the company on the termination of my employment.

Name of Employee

Date of Signature

Signature of Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

