



PEST CONTROL • TERMITE CONTROL

# Employee Policy Handbook

## CORE VALUES

1. **Honesty** – fairness and straightforwardness are a requirement.
2. **Hard work** – doing things the right way is hard sometimes. We accept this challenge.
3. **High productivity** – we leverage training, technology and the right sense of urgency to be efficient.
4. **Continuous self-improvement** – we are constantly innovating, improving processes, increasing our skill levels, qualifications and abilities.
5. **Community service** – we believe that our success should benefit our community.
6. **Team work** – we are better as a team than we are as individuals. We never say “that is not my job”.

REVISION DATE: DEC 31, 2014 SUPERSEDES ALL PRIOR VERSIONS

## **Purpose of this Handbook**

Please read this handbook carefully and thoroughly and retain it for future reference. This Employer reserves the right to change or eliminate any policy and to add new policies. If you have any questions regarding these policies please ask any member of Advanced Services Inc. management.

## **This is not a Contract**

This policy Handbook is not intended to constitute an employment contract or guarantee of work, pay, pay plan, salary, benefits or any other privileges of employment with Advanced Services. This Handbook is only a source of information and guidelines about Advanced Services policies, procedures and work rules.

Each employee is an at-will employee. This means that you can leave your employment at any time, with or without cause, and with or without prior notice, although advance notice is appreciated. Likewise, *Advanced Services* may discharge any employee, with or without cause and with or without prior notice.

## **Notice of Revision**

This revised Employee Handbook supersedes and revokes all prior versions of a Handbook or any memo, bulletin, policy or procedure, on any subject discussed in this Handbook that has been issued prior to 8/24/15.

## **ABOUT ADVANCED SERVICES**

### **1.04 Core Values**

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2. **Hard work** – doing things the right way is hard sometimes. We accept this challenge.
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# **ANTI-DISCRIMINATION POLICIES**

## **Equal Employment Opportunities (EEO)**

Advanced Services provides equal employment opportunities to all employees. We do not discriminate in our employment practices on the basis of the following: race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, sexual orientation, arrest or conviction record, or membership in the National Guard, the state defense force, or any other reserve component of the military forces of the United States or the state of Georgia or South Carolina.

### **Affirmative Action**

Your Employer provides employment opportunities without regard to sex, race, color, religion, national origin, or age, and to qualified individuals with a disability, as well as to special disabled and Vietnam era veterans.

When we are recruiting, hiring, training and promoting in those job categories in which women, minorities, handicapped individuals or veterans are underutilized, we will take affirmative action to seek out qualified applicants without regard to sex, race, color, religion, national origin, age, disability or veteran status.

All terms and conditions of employment with your Employer are, and will continue to be, established on the basis of the individual's qualifications and ability to perform the job.

### **Serious Illness and Incurable Disease**

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often continue their normal work, with reasonable accommodation. *Advanced Services* supports these employees who are able to meet acceptable performance standards. As with other disabilities, this Employer will make reasonable accommodations in accordance with all applicable laws, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated with confidence. This Employer will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees must respect and maintain the confidentiality of employee medical information. Anyone disclosing such information to a person or persons without need to know is subject to disciplinary action, up to and including termination of employment.

### **Americans with Disabilities Act (ADA)**

Employment opportunities with *Advanced Services* are based on the individual's ability to do the job. We recognize our moral and legal obligation to employ qualified disabled individuals. It is our goal to make reasonable accommodations when necessary to aid the employment and advancement of disabled workers who are qualified to perform essential job functions. Ask to see the ergonomic job description for any information about physical requirements.

A qualified employee with a disability is encouraged to request an accommodation if needed to perform the job tasks more effectively. Make your request to the general manager. The general manager will meet with you to discuss your disability in relation to the duties of your job.

## **Religious Accommodation**

This Employer permits religious observance and religious practices that does not offend or harass co-workers, customers or clients, and that do not create unreasonable interference with productivity or other purposes or objectives of this Employer.

This Employer permits reasonable requests for dress and grooming associated with an employee's religious practices as long as it follows the dress code in our policy manual, is not startling, or considered to of an overly distracting nature.

An employee who wants time away from work for religious observance may make a request for time off and may use paid personal time or paid vacation time as payment for this time away from work. Requests for time off are normally granted unless the needs of the business require your attendance.

## **Illness and Work**

This Employer expects employees who are sick with a communicable illness not to report to work until the risk of infecting others is past and they are able to satisfactorily perform their job duties. Communicable illnesses (for purposes of this policy) are those — such as colds, flu, conjunctivitis (pink eye), measles, mumps, and chicken pox — which are commonly and easily transmitted to others. Such communicable illnesses are transmitted by the spread of viruses and bacteria in airborne droplets through coughing and sneezing, and by touching and hand contact on such shared items as equipment, keyboards, telephones, and pens.

This policy is not intended to conflict with an employee's rights under the Americans with Disabilities Act (ADA). If your illness does not pose a risk to co-workers or customers and clients, and if you believe you can perform your job duties with or without reasonable accommodation, you are encouraged to discuss your return to work with your Supervisor.

# COMPENSATION

## Categories of Employment

All employees are classified in two categories. Hourly employees (also called **non-exempt**) refers to employees who are not exempt from the Fair Labor Standards Act. They are employees to whom this Employer pays overtime pay at the rate of one-and-one-half times the employee's regular hourly rate, for all hours worked on behalf of this Employer beyond 40 hours in a work week.

**Exempt employees** are those who are exempt from provisions of the Fair Labor Standards Act and are **not** paid overtime wages. Exempt employees are salaried employees who have management or executive duties.

## Overtime Pay for Hourly Employees

Employees are expected to be available for overtime when it is required. Overtime is paid to hourly employees for all hours worked in excess of 40 hours per work week. Overtime pay is one-and-one-half times the regular hourly rate of pay.

## Training and Meeting Pay

Advanced Services will schedule a number of meetings and training programs during the year, at which your attendance is required. Hourly and salaried employees will be paid for the time spent in meetings and training programs that are required to attend.

## End of Employment

The ending of your employment with may occur in several ways:

1. **Resignation:** When you initiate your own termination verbally or in writing. Employees will be entitled to payment of accrued paid vacation benefits, if they have completed one full year of employment.
2. **Termination:** When this Employer terminates an employee for misconduct or unsatisfactory job performance.

In the case of termination, this Employer may discharge you immediately following an incident of misconduct. Misconduct is a violation of any work rule or behavior of similar severity. Employees whose employment is terminated are not entitled to payment of any accrued benefits, vacation time or any accrued commissions.

3. **Self-termination:** When you do not report to work without notifying your Supervisor or Manager, in advance you are self-terminated.

Employees whose self-terminate are not entitled to payment of any accrued benefits, vacation time or any accrued commissions.

## **Exiting Advanced**

An employee leaving employment with *Advanced Services* must return keys, uniforms, company vehicles, machinery, tools, equipment, materials, and all supplies and any other company property before, or at the time of the final interview with the supervisor.

The employee leaving employment will be expected to perform a vehicle check-out procedure with their supervisor, manager, or the vehicle supervisor. The vehicle and all issued equipment is expected to be in the same condition that it was in when issued to the employee. Normal wear and tear that is not the fault of the driver is expected. However, if damages exceed the normal wear and tear, the employee may be expected to pay to fix or replace the damaged part or parts.

## **Personnel Files**

This Employer maintains various personnel records for each employee. The records include such items as: the employee's application form, performance reviews, disciplinary notices and memos, memos of commendation and achievement, test results, and other information concerning this Employer-employee relationship.

You may ask your departmental manager or general manager for an opportunity to view your personnel records. The departmental manager or general manager will arrange a time for you to view your records. (You will not be given access to employment references written for you.) This Employer will have a representative present. If you wish copies of any items in your file, this Employer will charge you a reasonable fee for the copies.

## **Keeping Records Up-to-date**

We require that you report in writing about any changes in your name, address, telephone numbers, email address and an emergency contact to the Director of Corporate Administration, Kristy Kruger.

## **-Emergency Closing & Suspension of Work Due to Weather**

Occasionally we may have to shut down the office and cease field operations because of bad weather, a natural disaster, an interruption in power or water utilities, or some other event which makes it difficult or dangerous to operate.

When you are aware of bad weather conditions, natural disaster, or other events that could require a closing, call the office first and see if there is anyone at the work number. You may feel free to call any member of the leadership team on their cell phone to ask about a potential closing.

Only a member of the leadership team, or persons designated by them, may order an emergency closing.

# COMPUTERS, TECHNOLOGY AND MEDIA

## Use of Computers and Electronic Equipment

The purpose of this policy is to protect Advanced from problems of low productivity due to **time theft**. It is also to minimize the risk of contamination to Advanced' computer system as well as to protect the confidentiality of Advanced business data and certain trade secrets. Failure to adhere to this policy may result in disciplinary action, up to and including termination of employment.

Advanced expects employees to limit their computer usage to business-related activity that serves the needs of the company. At no time should an employee be in an online chat room, or involved in internet "chat" (such as instant messaging services), surfing the web, including, but not limited to social media. While on the clock and being paid by Advanced Services playing games on a computer or a cell phone, is strictly prohibited. Personal phone calls should be minimized. This includes personal cell phones and texting.

*Exception:* Employees may spend up to 15 minutes per day, on a "break", and may access the internet using the one of the computers in a common area, but should not "surf the web" from their own desk. The purpose of this aspect of the policy is to clearly define break times.

Employees may not bring any portable media from outside, into this Employer's office, and employees will not remove from this Employer's office any disk or CD belonging to Advanced. Any deviation from this policy requires permission of management.

Employees are not allowed to download any software, add any programs, music files, movies, or other copyrighted material from the internet or other sources, without approval by management. Use of un-copyrighted software, un-copyrighted hardware, or the use of software borrowed from others is strictly prohibited.

It should be assumed that any computer activity, email, internet use, or files stored on any company computer are accessible by management. Any passwords for your computer or software must be given to the COO.

No employee is allowed to originate, forward or send any materials in any way, including by computer, which may be out of line with the stated bullying and harassment policy or offensive to any group.

# **SAFETY POLICIES**

## **Safety and Accident Prevention**

Employee safety is a primary concern of this Employer and to everyone working here. We are committed to providing a safe and healthy workplace for our employees. If you are injured while on your job, no matter how slight, you must report the injury immediately to your supervisor or acting supervisor.

If you are aware of any unsafe conditions of any kind in the workplace, you are to immediately notify your supervisor, acting supervisor or manager.

## **Hazard Communication Standards**

Certain practices and procedures involving hazardous materials in the workplace are written out in detail and available to you at all times. These include the Hazard Communication Plan, the Material Safety Data Sheets, and the Exposure Control Plan for blood borne pathogens. Copies of all these documents are available for your examination in a binder located in the chemical room at the Tech Team Center. Each vehicle is equipped with an up to date Material Safety Data Sheet binder also. You may examine these materials at any time.

If you feel you need to refresh your understanding of these topics, feel free to examine the documents listed above. Also, feel free to discuss any of these matters with your team leader.

## **Behavior and Code of Conduct**

Employees will behave in a courteous and respectful manner with co-workers, management, clients and the public.

When you interact with co-workers, with management, with clients and prospective clients, and with the public, you will conform your conduct to generally accepted standards of good behavior.

This Employer will not tolerate employee conduct which creates an intimidating, hostile or offensive working environment. An employee who intimidates, is hostile to, or is offensive to another employee, a client or prospective client of this Employer, to an officer, manager or supervisor, or to the public with whom this Employer deals, will be subject to disciplinary action, up to and including termination.

## **Ethical Practices**

This organization is dedicated to serving clients and the public with the highest ethical standards. Gaining and keeping the trust and goodwill of our clients and the public is our highest goal. Each employee of this organization is an ambassador to our clients and to the public. It is important that in performing your duties and in representing this organization, you always do so honestly, fairly, legally and ethically.

This means you will put the clients' and public's interests before your own. You will deal with co-workers, clients and members of the public cheerfully and with respect.

## **Personal Dress and Appearance**

Your work clothing should be appropriate for the nature of your work. Regardless of the nature of the work that you perform, you will begin your workday wearing clean and neat clothing.

**Office personnel** may dress in business casual attire. For women, this means dress slacks, khaki pants, skirts that at least reach the length of your fingertips when standing. Shirts and dresses should have appropriate coverage.

**Field personnel** are required to be dressed in an *Advanced Services* uniform that is in good repair. If you supply your own pants, they should be khaki material and be the same shade as the pants provided by the company (medium khaki color).

Only women are permitted to wear up to 2 earrings in the lobe only, and no other form of visible body piercing.

## **Confidentiality**

Your work here may bring you into contact with certain information of a confidential nature. This confidential information includes: personal or financial information about a client, and also proprietary information regarding the operation of the facility that is not generally known or disclosed to the public.

You will discuss confidential information only with those staff members and employees who have a work-related need to know. You will not discuss confidential information with any persons outside the facility.

Spreading rumors about a co-worker, supervisor, team member, customer, vendor, or other person to their detriment.

Opening mail, or opening a package not addressed to you. Being a 'snoop'.

Looking at papers on the desk of a co-worker, supervisor, or team-member.

Failure to protect confidential information is a serious offense. An employee who violates this policy is subject to disciplinary action, up to and including termination.

## **Employer Vehicles and Equipment**

Advanced Services assigns a company vehicle to field staff. When you are assigned a vehicle, your use of the vehicle is restricted to Advanced Services business. Personal use of a company vehicle is prohibited, unless authorized in advance by your supervisor.

Team members are responsible for the operation of the vehicle in a careful, safe, courteous and respectful manner at all times and in a manner that enhances the reputation of the company.

Team members shall immediately notify the company of any moving violations, tickets, warning tickets, accidents or vehicle related convictions while in the employ of the company. This includes while driving your personal vehicle, the company vehicle or any other vehicle. Team members shall immediately notify the company if the status of the employee's driver's license changes in any way.

Team members shall notify the company of any physical, medical or other conditions which may affect the employee's ability to operate a vehicle or equipment.

Team members who drive this Employer's vehicles are expected to keep them clean, inside and out. Your company assigned vehicle must be locked at all times except when the team member is not in the vehicle.

If you are assigned an Employer-owned vehicle for daily use, you are responsible for having the vehicle serviced every 3,000 miles. You are specifically responsible for maintaining the following aspects of the operation of vehicle:

- a. proper oil level
- b. proper transmission fluid level (automatic transmission vehicles)
- c. proper radiator and coolant level
- d. proper tire air pressure level
- e. spare tire and proper jack in place and ready to use

All employees who are driving company owned vehicles at any time are responsible and accountable for damages caused by accidents or neglect on the part of the employee. The cost associated with damages caused by accidents or neglect will be paid by the employee. This includes a deductible of \$500 that must be met to our insurance agency.

Examples of such neglect or accidents might include the following:

- A. having an accident which is your fault.
- B. having an accident where damage is done to another vehicle and the accident is your fault
- c. failing to properly maintain the vehicle, as stated above, causing damage to the engine or any other part of the vehicle
- D. locking the keys in the vehicle

Fault for an accident is determined by your manager, the insurance company or the police jurisdiction where the accident takes place. If there is a difference of opinion, the opinion of the management of *Advanced Services*, is the one that will be the determining factor.

The employee agrees to pay any parking fines, towing charges, moving violation fines and any other expenses related to use of the vehicle should any occur.

The above list is not intended to be all-inclusive. Other incidents and accidents might take place for which the employee is held responsible and accountable.

## **Outside Employment**

Outside employment with another employer is acceptable so long as you understand that *Advanced Services* is your **primary** employer, and that all other employment obligations come second, so as not to interfere with your duties and responsibilities with *Advanced Services*. Your performance here must remain acceptable, and you must be available for overtime work as needed.

At no time will you be permitted to have outside employment that in any way competes with, or creates a conflict of interest with your employment with *Advanced Services*. All outside employment must be approved by the general manager or president.

## **Media and Public Contacts**

An employee may not speak to the news media or to anyone outside the institution as an official or unofficial spokesperson of this Employer, without prior approval from the president. Employees will direct all inquiries for information from the media or from outside this institution to the general manager or president.

# DRUGS DON'T WORK POLICY

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## SUBSTANCE ABUSE POLICY STATEMENT

*Advanced Services* is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any *Advanced Services, Inc.* employee uses illegal drugs on or off the job, comes to work under their influence, possesses, distributes or sells drugs in the workplace, or uses alcohol on the job. Therefore, *Advanced Services, Inc.* has established the following policy:

IT IS A VIOLATION OF ADVANCED SERVICES DRUGS DON'T WORK POLICY:

1. to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.
2. to report to work under the influence of, or while possessing in his or her body, blood, or urine, illegal drugs in any detectable amount.
3. for any employee to report to work under the influence of alcohol.
4. for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained, or in a manner or for a purpose other than as prescribed. (However, nothing in this policy precludes the appropriate use of legally prescribed medications.)
5. Violations of this policy are subject to disciplinary action, up to and including termination.

## 6. EMPLOYEE ASSISTANCE

The Company offers resource information on various means of employee assistance in our community, including but not limited to drug and alcohol abuse programs. Employees are encouraged to use this resource. Please ask your supervisor to review this information. In addition, we will distribute this information to employees for their confidential use.

## 7. GENERAL PROCEDURES

An employee reporting to work visibly impaired will be deemed unable to properly perform required duties and will not be allowed to work. ~~If possible, the employee's supervisor will first seek another supervisor's opinion to confirm the employee's status. Next, the supervisor will consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative – depending on the determination of the observed impairment – and accompanied by the supervisor or another employee if necessary. A drug test may be in order. An impaired employee will not be allowed to drive.~~

## 8. OPPORTUNITY TO CONTEST OR EXPLAIN TEST RESULTS

Employees and job applicants who have a positive confirmed test result may explain or contest the result to the Company within five (5) working days after the Company contacts the employee or job applicant and shows him/her the positive test result as it was received from the laboratory in writing.

## 9. CONFIDENTIALITY

The confidentiality of any information received by this Employer through a substance abuse testing program shall be maintained, except as otherwise provided by law.

## 10. PRE-EMPLOYMENT DRUG TESTING

All job applicants will undergo testing for the presence of illegal drugs as a condition of employment. Any applicant with a confirmed positive test will be denied employment.

Applicants will be required to submit voluntarily to a urinalysis test at a laboratory chosen by this Company, and by signing a consent agreement will release the Company from liability.

If the physician, official, or lab personnel have reasonable suspicion to believe that the job applicant has tampered with the specimen, the applicant will not be considered for employment.

This Company will not discriminate against applicants for employment because of a past history of drug abuse. It is the current abuse of drugs that will not be tolerated.

## 11. EMPLOYEE TESTING

This Company has adopted testing practices to identify employees who use illegal drugs on or off the job or who use alcohol on the job. It is a condition of employment for all employees to submit to substance abuse testing under the following circumstances:

A. When there is reasonable suspicion to believe that an employee is using illegal drugs or abusing alcohol. "Reasonable suspicion" is based on a belief that an employee is using or has used drugs or alcohol in violation of this Employer's policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following:

1. Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse;
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
3. A report of substance abuse provided by a reliable and credible source;
4. Evidence that an individual has tampered with any substance abuse test during his or her employment with the current employer;
5. Information that an employee has caused or contributed to an accident while at work; or
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on this Employer's premises or while operating this Employer's vehicle, machinery, or equipment.

B. When an employee has been involved in an on-the-job injury OR been involved in a vehicle accident while in a company vehicle (whether or not they are at fault), they will be sent to have a substance abuse test.

~~C. As part of a follow-up program to treatment for drug abuse when an employee has involuntarily entered a rehabilitation program because of a positive confirmed test result. The frequency of such testing shall be a minimum of at least once a year for a two year period after completion of the rehabilitation program. Advance notice of testing shall not be given to the employee.~~

Random testing is conducted without individualized suspicion of a violation of the company's substance abuse policy. Selection is made by neutral criteria so that all employees eligible for testing have an equal opportunity of being tested.

## 12. ALCOHOL ABUSE

An employee who is under the influence of alcohol at any time while on company business shall be guilty of misconduct and subject to disciplinary action, up to and including termination.

Failure to submit to a substance abuse test also is misconduct and also shall be subject to disciplinary action, up to and including termination.

It is the responsibility of the Company's supervisors to counsel employees whenever they see changes in performance or behavior that suggests an employee has a drug problem. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment, and co-workers should encourage anyone who has a drug problem to seek help.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at *Advanced Services*

## ACTIVE EMPLOYEE CERTIFICATE OF AGREEMENT

I do hereby certify that I have received and read the Advanced Services, Inc. Substance Abuse and Testing Policy and have had the Georgia Workers' Compensation Drug-Free Workplace certification program (O.C.G.A. 34-9-410) explained to me. I understand that if my performance indicates it is necessary, or in the case of random testing, I will submit to a substance abuse test. I also understand that failure to comply with a substance abuse test request or a positive result may lead to termination of employment and denial of unemployment benefits. I understand that failure to submit to a substance abuse test, or a positive test result, may affect my right to obtain workers' compensation benefits. I further agree to and hereby authorize the release of the results of said tests to the company. Nothing in this consent form is to be construed as a contract between the parties.

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Use of Tobacco**

Advanced Services, Inc. maintains a smoke-free and tobacco-free workplace. The use by employees of any tobacco product, including but not limited to cigarettes, cigars, pipes, snuff, chewing tobacco and smokeless tobacco is prohibited.

Employees who were hired prior to the implementation of this tobacco policy (1/1/2010) are not required to quit smoking. Effective March 1, 2014, use of all tobacco products will no longer be allowed in company owned vehicles by any person. This policy relates to all company facilities, premises and vehicles at all times, including before, during and after normal working hours.

Subcontractors of Advanced Services, Inc. will not use tobacco products anywhere on the property of customers or prospective customers.

Employees and/or subcontractors will take reasonable measures to ensure that they do not have the smell of tobacco or tobacco smoke about their persons during work hours while in the office or in the presence of customers, prospective customers, vendors or the general public while serving as an employee or representing Advanced Service, Inc.

## **Lost, Damaged and Stolen Property**

This Employer provides some employees with certain equipment and property to assist them in performing their job duties when outside the workplace. Much of this equipment and property, such as cellular phones, moisture meters, flashlights, Sentricon beamers, computers and modems, have value in excess of \$100. Employees who are provided with employer-provided equipment or property, or who take employer-provided equipment or property away from the workplace, have a responsibility to protect the equipment or property from being lost, damaged or stolen.

If the equipment or property, placed in the care of an employee, is lost, damaged or stolen because of the employee's negligence or willful disregard...the employee will pay this Employer an amount equal to the replacement value or repair cost of the equipment or property.

The employee shall not sell, use as collateral, loan, or otherwise transfer or encumber any equipment, machinery, chemicals, materials, or other property of the employer.

If the employee causes loss of any employer owed property, the employee will make arrangements with this Employer to pay this Employer the amount owed for the loss. If the employee and this Employer cannot agree on a payment plan, this Employer will take whatever legal steps are available to recover the value of the loss from the employee. These steps may include deductions from the employee's pay when permitted by federal or state law.

## Harassment

This Employer expressly prohibits any form of unlawful harassment of employees and co-workers based on race, color, religion, creed, gender, national origin, age, marital or veteran status, sexual orientation, or the presence of handicaps or disabilities.

This Employer expressly prohibits any form of harassment that interferes with the ability of any employee to perform his or her job duties.

An employee who harasses any other employee of *Advanced Services* or who harasses any client of *Advanced Services* is subject to disciplinary action, up to and including termination.

## Sexual Harassment

This Employer prohibits employees from doing anything that intimidates, insults, coerces or harasses another employee, visitor, vendor, customer or prospective customer. This policy specifically prohibits an employee from engaging in any intimidating, insulting, coercive or harassing behavior that is sexual in nature.

Examples of prohibited conduct include, but are not limited to:

- Spoken or written comments relating to a person's sex.
- Any unwelcome advance or contact of a sexual nature.
- Sexually-oriented comments about a person's body or behavior.
- Showing or displaying pornographic or sexually explicit objects or illustrations in the workplace...or while performing duties for this Employer.
- Sexually offensive comments, jokes or innuendoes

In addition, this Employer prohibits unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment
- Submission to or rejection of such conduct by a person is used as the basis for employment decisions affecting the person.
- Such conduct has the purpose or effect of unreasonably interfering with the person's work performance or creating an intimidating, hostile, or offensive working environment.

An employee who violates this policy is subject to disciplinary action, up to and including termination.

## Harassment Complaint Procedure

Each of us — officers, managers, supervisors and employees — are responsible for creating an atmosphere free of discrimination and harassment, whether of a sexual nature or otherwise. Further, each of us is responsible for respecting the rights of co-workers.

If you experience job-related harassment based on your sex, race, disability or other factor, or you believe you have been treated in an unlawful, discriminatory or harassing manner by a supervisor or co-worker, this Employer asks you to do this:

***Immediately contact your departmental manager, acting manager, general manager or president. This person will undertake an immediate fact-finding investigation.***

All persons involved in the complaint and the investigation will keep all related information Confidential to the maximum extent possible. This means all persons involved will share such information only with persons who have a need to know.

Should this Employer determine that an employee is responsible for harassing another employee or a member of the public with whom this Employer does business, appropriate action will be taken against the offending employee, up to and including termination of employment?

If you believe you have witnessed harassing behavior in the workplace, immediately contact your departmental manager, the general manager or president. In addition, any supervisor or manager who becomes aware of harassing behavior must immediately report it to the general manager or president and must immediately act to end the harassing behavior.

## Workplace Violence

Your Employer prohibits any language or actions on the part of employees which could create an unfriendly, intimidating or threatening effect on another employee, visitor, customer, or vendor. Likewise, no visitor, customer, or vendor is permitted to create an unfriendly, intimidating or threatening effect against an employee of *Advanced Services*.

This Employer prohibits unauthorized possession of firearms or other weapons on this Employer's premises.

Any employee, who witnesses behavior which is erratic, abusive, threatening, or otherwise troublesome by anyone on this Employer's premises, is required to report it immediately to any management personnel.

Any employee who engages in threatening or violent behavior, or who behaves in a way that could provoke violence, may face disciplinary action, up to and including termination.

## Misconduct and Discipline

Occasionally, it becomes necessary for a supervisor or this Employer to take disciplinary action against an employee. Disciplinary action results when an employee's actions do not conform with generally accepted standards of good behavior...when an employee violates work rules...or when an employee's work performance is poor.

The severity of the disciplinary action depends on the nature and frequency of the offense. Discipline may range from oral warning(s), to written warning(s), to temporary suspension from work, to immediate termination.

### Disciplinary Action

**WHILE THIS SECTION PROVIDES STEPS FOR THE NORMAL ADMINISTRATION OF DISCIPLINE, NOTHING IN THIS SECTION OR IN THIS HANDBOOK SHALL LIMIT THE EMPLOYER'S RIGHT TO TERMINATE SOMEONE'S EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT ADVANCE NOTICE.**

There is no effective method of pre-determining the seriousness or effect of any one violation of Employer policy or of making an exhaustive list of all possible violations of policy. Although some violations may be more severe than others...repeated violations, or a combination of violations, may result in termination of employment. This Employer reserves the right to take any disciplinary action, including suspension or termination, in all cases it deems appropriate.

Possible disciplinary actions include, but are not limited to: clear agreements, verbal warnings, written warnings, suspension (with or without pay) and termination of employment.

### Misconduct Examples

The following examples of misconduct are listed for the guidance of all employees. This list is not intended to be a comprehensive list of all prohibited activity. It is only a list of examples of conduct that may result in disciplinary action.

#### **THIS LIST IS NOT ALL-INCLUSIVE**

1. Falsifying any information. Deliberate deception to any member of the Advanced Services team or a customer will be a cause for dismissal.
2. Excessive or habitual absenteeism or tardiness from work.
3. Using obscene, abusive or threatening language or gestures while on the Employer's premises.
4. Failure to maintain the confidentiality of this Employer, customer or client information.
5. Willfully breaking a known policy of this Employer.
6. Acting in a way that is out of line with the core values of Advanced Services.
7. Possession or consumption of any alcoholic beverage, illegal drugs or the illegal use of drugs. (SEE DRUGS POLICY)
8. Insubordination.
9. Carrying weapons of any kind on this Employer's premises unless specifically authorized by this Employer to do so.

10. Sleeping while on duty.
11. Willful disregard or violation of this Employer's safety rules or procedures.
12. Sexual, racial or general harassment of a fellow employee.
13. Loitering or not performing work related duties, while on the clock.
14. Taking more than the specified time for meals or break periods.
15. Filling in another employee's time sheet, or permitting another employee to fill in your time sheet.
16. Smoking, chewing tobacco, dipping snuff or testing positive for nicotine (See the company's non-smoking policy).
17. Excessive number of personal calls during the work day.
18. Personal use of the internet while on the clock.
19. Repeated failure to be at a work station ready to begin work at the appointed starting time.
20. Performing personal work on this Employer's time.
21. Stealing something from Advanced Services, another team member or a customer.
22. Failure to maintain generally accepted standards of hygiene and cleanliness.
23. The deliberate hindrance of productive work.
24. Leaving the work area without permission from a Supervisor.

The above list does not include all possible actions that may be unacceptable. If an employee engages in behavior which this Employer considers detrimental to the interests of this Employer, or threatens the well-being of other employees or patrons, this Employer may terminate the employee immediately.

**This list is not all-inclusive. This Employer expects employees to behave in a manner that is, at all times, in the best interests of the Employer and all team members. All behavior should be in line with the company's accepted set of core values**

## Employee Benefits

This Employer has established a variety of benefits to allow employees personal time off. In addition, this Employer offers eligible employees the opportunity for educational growth and advancement. This Employer also sponsors health and life insurance benefits and a retirement plan for employees.

**Your Employer reserves the right to amend or terminate any of these benefits, or to require employee contributions toward any benefits, at this Employer's discretion.**

**Details of each plan and what your opportunities are in the plan are contained in individual plan summary booklets or documents. These booklets or documents are provided to employees at the beginning of employment.**

## Vacation Pay

Hourly and salaried full time employees will receive vacation with pay according to the following schedule:

<i><u>Years of Service as of Anniversary Date of Your Employment</u></i>	<i><u>Annual Paid Vacation You Will Receive</u></i>
1 year . . . . .	1 week (40 hours)
2 years through 10 years . . . . .	2 weeks (80 hours)
over 10 years . . . . .	3 weeks (120 hours)

Vacation pay is calculated at your regular hourly rate of pay at the time you take the vacation, multiplied by the number of hours of vacation you take. Vacation time must be taken in increments of one hour.

Vacation time is granted on a first come basis. If there are too many team members off at a particular time, that inhibits the company's ability to get work completed and service our customers. Advanced reserves the right to deny vacation time if necessary to service our customers. Please schedule your vacation as far in advance as possible to avoid conflicts.

## **Holiday Pay**

Full-time employees who have worked for the company for over 90 days will receive holiday pay for the following holidays:

New Year's Day  
Memorial Day  
July 4th

Labor Day  
Thanksgiving Day  
Christmas Day

Holiday pay will be paid at your regular hourly rate of pay for 8 hours. Holiday hours will not be included when calculating overtime pay. If a holiday falls on a Saturday or Sunday, it is generally not paid. However, in certain circumstances, the holiday is taken on a Friday or Monday following the actual holiday day. This will be determined on an annual basis and communicated to employees by the management of the company. If a holiday is taken in such cases, it is paid.

## **Maternity Leave**

A leave of absence due to disability caused by a pregnancy or the birth of a child is treated the same as any other medical disability and is described in the Unpaid Medical Leave of Absence Policy.

## **Military Leave of Absence/Reinstatement**

If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, submit copies of your military orders to your Supervisor as soon as possible.

This Employer will grant a military leave of absence, without pay, for the period of military service, in accordance with applicable federal and state laws. Your eligibility for reinstatement after your military duty or training is completed is also determined in accordance with applicable federal and state laws.

## **Absence for Death in the Family**

Absence from work is a normal reaction to the death of a family member or other loved one. This Employer will pay you for up to three, eight-hour work days away from work which you take for funerals and other personal needs relating to the death of a member of your immediate family. A member of your immediate family is defined as your child, spouse, parent, brother or sister.

## **Witness and Jury Duty**

Witness and jury duty leave is granted to any employee summoned for service as a juror or as a court witness, unless the critical nature of your work calls for an Employer-requested postponement of or release from the duty. This leave is without pay, but you may use vacation or unpaid personal days.

## NON-FRATERNIZATION POLICY

While Advanced Services, Inc. (the "Company") does not wish to interfere with the off-duty conduct of its employees, officers, directors, managers, supervisors or agents (hereinafter, collectively referred to as "Employee" and "Employees"); and

While the Company encourages amicable professional and personal relationships between Employees both on and off duty;

The Company recognizes that romantic relationships between Employees may compromise or create a perception that compromises an Employee's ability to perform his/her job.

Accordingly, it is hereby the policy of the Company that any involvement of a romantic nature between Employees of the Company and anyone the Employee supervises, either directly or indirectly, is strongly discouraged.

In all events, romantic relationships between Employees shall not interfere with normal work duties of any Employee or any legitimate business interests of the Company. If any Employees, who are involved or have been involved in a romantic relationship with another Employee of the Company, should at any time become subject to (however slight) blackmail, coercion, duress, favoritism, or unfairness due to the relationship, the subjected party should seek the immediate assistance of the President of the Company.

Employees of the Company who are in or have been in a romantic relationship with another Employee shall fully disclose in writing the circumstances of such relationship to the President of the Company so that a determination can be made as to whether the relationship presents an actual, perceived or potential conflict. In the sole opinion of the President or other specially-designated representative of the Company, if an actual, perceived or potential conflict exists, then the President may take whatever action it deems appropriate, including, but not limited to, transfer or termination of one or both Employees. Failure of an Employee to fully disclose the relationship or material facts regarding the relationship may lead to disciplinary action, including, but not limited to, transfer or termination.

All Employees of the Company should note that the Company maintains a strict policy against all unlawful harassment. This includes, but is not limited to, sexual harassment. The Company will enforce any and all harassment policies in accordance with applicable federal, state and local laws.

## Confidentiality Agreement

As an employee of *Advanced Services, Inc.* I will have access to and may learn certain information of a proprietary or confidential nature.

Such information may include, but is not limited to, confidential client lists, product specifications, production techniques, payroll data, financial data, and sales and marketing activity and plans, and other information relating to the *Advanced Service's* operation which is not generally known and/or disclosed to the public.

I agree to share such information only with employees of *Advanced Services, Inc* who have a need to know. I agree not to share such information with any other persons, inside or outside the workplace, without prior written consent of *Advanced Services, Inc.*

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Employee

**Electronic Communication and Non-privacy  
Acknowledgment**

I understand that all computers, electronic and telephonic documents and communications transmitted by, received from, or stored in this Employer's equipment are the property of *Advanced Services*, this Employer. I understand that this Employer's computers, software and other equipment, including facsimiles, telecopy's, copy machines, telephones and other electronic equipment are not to be used by me for my personal needs, correspondence, or messages, or for my personal business.

I agree not to use a code, access a computer or electronic file, or retrieve any stored communication without authorization of a supervisor. I understand that all pass codes used by me and others are the property of this Employer. I agree to use only the pass code or codes issued to me and I will use no pass code unknown to this Employer.

I understand that my computer files and electronic and telephonic communications, including e-mail and fax communications, are not private. I acknowledge and consent to this Employer's inspecting or monitoring them at any time, at this Employer's discretion.

I understand this Employer reserves the right to inspect and monitor any incoming and outgoing correspondence received or sent by me to or from this Employer's premises, or received or sent using this Employer's equipment, or that is received or sent via a messenger or service that is paid for or subsidized by this Employer. I understand this right extends to all internal and external mail, messages, electronic correspondence, electronic bulletin board accounts, national electronic messaging service accounts and any other correspondence service that is paid for or subsidized by this Employer.

Date \_\_\_\_\_

Signed: \_\_\_\_\_  
(Employee)

## Employee Acknowledgment

I have received a copy of *Advanced Services revised* Employee Handbook. I understand the policies contained in it, and I have had an opportunity to ask questions about and discuss the policies with my Supervisor or another representative of this Employer. I fully understand the policies governing my employment with *Advanced Services* and I agree that I will conform to these policies.

I understand that this *revised* Employee Handbook is not a contract of employment, express or implied, between me and *Advanced Services* and that I should not view it as a contract of employment.

I understand that this Employee Handbook is a revised edition of this Employer's Handbook. I understand that it takes precedence over, supersedes and revokes all previous versions of a Handbook or any memo, bulletin, policy or procedure issued prior to the date occurring below, by *Advanced Services* on any subject discussed in this Handbook. I also understand and agree that *Advanced Services* reserves the right to alter the policies at any time.

I also understand and agree that my employment is for no definite time period and may, regardless of the time and manner of payment of my wages or salary, be terminated at any time by *Advanced Services* or me, with or without cause, and without any previous notice.

I also understand that no representative of *Advanced Services*, other than the President, has authority to enter into an agreement with me for employment for any specified period of time or to make any agreement contrary to the foregoing.

The effective date of this *revised* Employee Handbook is \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

Date \_\_\_\_\_

Signed: \_\_\_\_\_  
(Employee)

***This policy handbook, and any other employment policies, are not intended to create a contractual relationship with you. This lack of guarantee and lack of employment contract also applies to other benefits, working conditions, and privileges of employment with this Employer.***

***Your Employer may alter or eliminate any of the policies or work rules, and may add new policies or work rules, at any time, at this Employer's discretion.***