



EMPLOYEE HANDBOOK

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WELCOME TO BPG DESIGNS, LLC and BPG TECHNOLOGIES, LLC

On behalf of the entire BPG team, welcome aboard. You have joined a team of talented, professional individuals whose dedication and perseverance has made BPG an industry leader in the Southwest. We hope your employment with us is satisfying and rewarding.

From our leadership team to our field technicians, each BPG employee has a clear mandate to understand our core values. This client-centric approach differentiates us from the competition, and allows us to better serve as a true partner to our clients in an ever-changing world.

To satisfy the needs of our clients, we must function as a team to provide them with the highest quality of service. As a part of the teamwork philosophy, we have a policy of open communication at all times. We believe this is the best way to effectively deal with the daily challenges and opportunities of our business.

BPG greatly appreciates the talent and dedication of its employees. As thanks for your commitment, it is our daily practice to treat employees with dignity and respect. The following extends the Company's employment relations philosophy:

- ♦ competitive wages and benefits
- ♦ clean, pleasant, and safe work environment

As you begin your journey with BPG, I challenge you to take full advantage of what we have to offer including a friendly working environment, a seasoned management team, and knowledgeable employees.

Our employees have been and continue to be a vital part of our business. We value your feedback and I encourage you to come to me or any other Manager in the organization with questions or concerns.

This is your copy of the Employee Handbook. It contains current information about BPG and a summary of its employee benefits, personnel policies, and procedures. We want you to be involved as quickly as possible, so please read the handbook carefully and familiarize yourself with its contents. This is the first responsibility of your new position.

Sincerely,



Benjamin P Goddard
President

INTRODUCTION

This employee handbook has been prepared to inform all employees, both current and new hires, of the benefits and policies of BPG as well as obligations of its employees.

It is your responsibility to review and gain an understanding of the contents of this handbook, and sign the acknowledgment page. If you have any questions concerning any statement in this handbook, you are encouraged to ask questions so that you have a thorough understanding of the content.

Every effort has been made to make this handbook as comprehensive as possible. However, the information in this handbook is for guideline purposes only and is not intended to create a contract, *either expressed or implied*, of *continued* employment. BPG reserves the right to modify, rescind, delete, or add to the provisions of this handbook at any time, with or without notice.

NOTHING IN THIS HANDBOOK OR ANY OTHER COMMUNICATION BY A BPG REPRESENTATIVE OR ANY OTHER EMPLOYEE, WHETHER ORAL OR WRITTEN, IS INTENDED TO IN ANY WAY CREATE A CONTRACT OF EMPLOYMENT. UNLESS YOU HAVE A WRITTEN EMPLOYMENT, AGREEMENT SIGNED BY THE PRESIDENT OF BPG, YOU ARE EMPLOYED AT WILL, AND NOTHING IN THIS HANDBOOK CAN BE CONSTRUED TO CONTRADICT, LIMIT OR OTHERWISE AFFECT YOUR RIGHT OR BPG'S RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME WITH OR WITHOUT NOTICE OR CAUSE.

Please read this handbook carefully. It will serve as a guide and ready reference to your questions about the Company, job, pay, benefits, activities, and responsibilities. This handbook cannot answer all of your questions about the subjects it addresses. If you have further questions, feel free to ask your supervisor. Also, you should ask your supervisor to explain any departmental rules and policies that may not be included in this handbook. We sincerely hope that you gain satisfaction in your work and that your employment with us is rewarding.

EQUAL OPPORTUNITY

It is the policy of BPG to provide equal opportunity in all aspects of the employer/employee relationship to the extent required by law. BPG acts in compliance with the requirements and intent of applicable Federal and State regulations and related state and local laws and regulations which protect the right to equal opportunity.

Equal opportunity means the treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex (including pregnancy), age, marital status, sexual orientation, gender identity, religion, ancestry, citizenship status, physical or mental disability, genetic information (provided in the Genetic Information Non-discrimination Act), or medical condition, political belief, past, current or prospective service in the uniformed services (provided in the Uniformed Services Employment and Reemployment Rights Act), or other classifications protected by Federal, State or local law to the extent required by law in all employment decision including, but not limited to, recruitment, hiring, compensation, training, apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment.

BPG complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act, and all applicable state or local law regarding reasonable accommodations. Consistent with those requirements, BPG will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. If you believe you need an accommodation, please talk to your supervisor or with the Administration department.

BPG will also, where appropriate, provide reasonable accommodations for an employee's religious beliefs or practices.

Employees are encouraged to utilize the complaint procedure if there are concerns about discrimination. No one will be subject to, and BPG prohibits, any form of discipline, reprisal, intimidation or retaliation for good faith reports or complaints of incidents of discrimination of any kind, pursuing any discrimination claim or cooperating in related investigations.

THE NEW EMPLOYEE

Introductory Period – Anyone moving into a new job goes through a period of adjustment. Therefore, your first three months of employment are considered your “Introductory period.” This period is utilized to evaluate your overall performance and adaptability to your job. You will receive your first review near the end of your introductory period. This review should be seen as an opportunity for the Company and the employee to evaluate whether the employment relationship should continue.

BPG has the right to lengthen the introductory period if it is deemed necessary, **or to terminate the employment relationship at any time during this period.** As with all other employment with the Company, employment during the introductory period and the first review is at will and may be terminated at any time by either the Company or the employee, with or without cause or notice. Completion of the introductory period does not alter the nature of at will employment with BPG.

BENEFITS

BPG offers certain benefit plans to eligible employees. Our benefit plan provides a foundation for:

- *Protection* – against major health care expenses.
- *Opportunity* – to follow leisure pursuits through paid time and holiday plans, and for higher learning through the educational assistance plan.

BENEFIT ELIGIBILITY

Full-time: Any employee who has completed the introductory period and is regularly scheduled to work at least 40 hours per week for an unspecified period of time. **Regular full-time employees are eligible for all Company provided benefits.**

Part-time: Any employee working a regular schedule less than 30 hours per week. **Part-time employees are eligible for limited benefits.**

Temporary or On-Call: An employee working a full and/or part-time schedule for a specified period of weeks or months, normally for less than 6 months or on an “on call” basis. **Temporary and On-Call employees are eligible for limited benefits.**

MEDICAL INSURANCE

BPG is pleased to provide insurance benefits to our eligible employees. Employees are eligible after completion of the introductory period. The Administration Department will handle your enrollment in benefit programs. Refer questions about benefits or programs to your supervisor or to the Administrative Department.

The following summaries are designed to acquaint you with the various benefits. In-depth detail is provided in the official benefit documents and summary plan description provided to you.

Health insurance premiums are paid 100% for all eligible enrolled employees, and 50% is paid for all eligible enrolled dependents. Premium payments are reviewed and may change on an annual basis. **BPG specifically reserves the right to change these percentages from time to time, as necessary based on business conditions.**

If your spouse or child is about to lose coverage because of your death, divorce, legal separation, or entitlement to Medicare benefits, they may choose to continue coverage at their expense. If your child is about to lose coverage when he/she leaves a dependent status, he/she can also choose to continue coverage at their expense. Under the law, you or a family member have the responsibility to inform BPG of a divorce, legal separation, or loss of dependent

status. BPG has the responsibility to notify the insurance carrier of your death, termination of employment, reduction in hours, or Medicare entitlement.

DENTAL INSURANCE

Dental insurance premiums are paid 100% for all eligible enrolled employees, and 50% is paid for all eligible enrolled dependents. **BPG specifically reserves the right to change this percentage from time to time, as necessary based on business conditions.**

Contact the Administration Department for more information about how the Dental Plan works.

401K PLAN

Eligible full-time employees can participate in a qualified 401(k) plan provided through PayChex Retirement Services. The contributions that you make to the 401(k) plan are deducted from your pay before taxes are withheld. You decide the amount contribution that is right for you. There are different types of investments available to diversify your investments. PayChex has partnered with an investment advisor that can assist you with selecting your investment options based on a level of acceptable risk defined by you. This plan currently has no match from Company. Please contact the Admin Department for additional information.

PAID VACATION TIME

BPG recognizes the importance of taking time off for planned vacations and personal business. Paid Vacation Time offers more flexibility in managing your time off and allows you to receive pay during such absences. Our Paid Vacation Time plan is based upon your continuous service as measured from your date of hire. Eligible employees receive Paid Vacation Time in accordance with the following schedule:

Years of Continuous Service	Paid Vacation Time
Start date through end of introductory period	None
End of introductory period through 2 years	7 days per year
3 through the completion of 5 years	11 days per year
6 through the completion of 10 years	15 days per year
10 or more years	20 days per year

Vacation is accrued during the introductory period of employment; however, it cannot be used until after the introductory period. You are eligible to request approval to take vacation, as it is earned. Your vacation will accrue each pay period throughout the year. For example, during the first two years of employment, you will accrue 2.15 hours of paid vacation time each pay day (7 days * 8 hours = 56 hours divided by 26 pay days). You will continue to earn vacation time until you have accumulated twice the amount you are eligible to accrue per year. Once you have reached this earning cap, your accrual of vacation time will stop. Accrual will begin again only after you have taken some of your accrued vacation. **Any unused accrued vacation will not be paid upon termination.**

Requests for vacation must be made in advance and approved by your supervisor. The time table for requesting time off is as follows:

1 day	1-week advance notice
1-3 days	2-week advance notice
1 week	1-month advance notice
More than 1 week	2-month advance notice

Due to business conditions, we request time off be limited to five days at one time. If you have a special circumstance that would require longer, discuss it with your supervisor.

Planned time off includes any situation that you know might prevent attendance at work or needs to be scheduled, such as vacation reservations, or moving day. If you are aware of any situation that might prevent your attendance at work, submit a "Time Off and Leave Request" form to your supervisor who will review your request and give approval if:

- ♦ workload allows
- ♦ another staff member has not put in a previous request for the same time
- ♦ you have not had excessive absences

The Company will attempt to approve all reasonable requests.

PAID SICK LEAVE

Sick leave is a benefit for all employees. All employees will accrue 1 hour of sick time for each 30 hours worked. For our company, this accrual "caps" at 40 hours accrued per year. Accrued sick time will show as a separate line on your pay stub. Sick time may be used as it accrues. Employees are eligible to use this leave after the initial period of employment (90 days).

Paid sick leave may be used for any of the following purposes:

- Diagnosis, care or treatment of any mental or physical illness, injury, or health condition for the employee or a member of the employee's family;
- To obtain preventive medical care for the employee or a member of the employee's family;
- Because of a public health emergency;
- Absence due to domestic violence, sexual violence, abuse, or stalking; or
- Any other purpose required by state, federal, or local law.

For purposes of this policy, family members are defined as the employee's child (including adopted, foster, step, legal ward, or others to whom the employee stands "in loco parentis," regardless of the age of the individual), spouse, registered domestic partner, child or parent of the employee's spouse or domestic partner, parent, grandparent, grandchild, or sibling.

When leave is due to one of the above reasons and is for an absence of 3 or more days, the Company may request documentation of the need for leave and/or the employee's ability to return to work. When the need for paid sick leave is known in advance, the employee should provide the employee's supervisor with as much notice as possible of the need for leave. The Company requests that the employee provide at least two days' advance notice of the need for scheduled leave. If the need for leave is not known in advance, then the employee should provide notice to the employee's immediate supervisor as soon as possible (we request no less than 30 minutes prior to the beginning of your shift each day of illness or as soon as practical if illness is unforeseeable), except in emergency circumstances.

Paid sick leave may run concurrently with leave taken under other policies, such as family medical leave, depending upon the circumstances.

Paid sick leave will carry from year to year, and employees will accrue up to 40 hours of additional sick leave every calendar year. However, the maximum amount of paid sick leave that an employee may use in a calendar year is 40 hours. Upon termination of employment for any reason, employees forfeit any accrued but unused paid sick leave. However, if an employee is rehired within nine months of termination, all previously accrued paid sick leave will be restored.

BPG will not retaliate against any employee for requesting or using paid sick leave under this policy, and any employee who has concerns about this policy should contact the Administration Department.

HOLIDAYS

Eligible employees will receive the following 8 paid holidays each year.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	One Floating Holiday (Determined by management)

If a holiday falls on a Saturday, the Friday before the holiday will be observed. If a holiday falls on a Sunday, the Monday after the holiday will be observed.

You should be available for a full schedule of work the day before and the day after a holiday to receive holiday pay, unless the absence is either approved by your supervisor prior to the holiday or, if you are absent on one of these days due to any reason provided for in under the company's paid sick leave policy (such as an unforeseeable illness), you have complied with company policy regarding notifying the company of your need for leave. .

SCHOOL VISITATION: TIME OFF FOR PARENTS

If you are a parent with one or more children in Kindergarten, or in grades 1 through 12, you may take time off up to forty (40) hours ***unpaid time*** per school year to attend authorized school activities that involve one or more of your school-age children. To be eligible for parental time off, you must obtain written verification from the school, that you attended or participated in the school activity. Parental time off may not exceed eight hours in any calendar month.

You may use *earned* paid time while you attend your child's school activities. For work scheduling purposes, you must notify your supervisor at least one (1) week before the date of the school activity.

WORKERS' COMPENSATION INSURANCE

As an employee, you are covered by a Workers' Compensation insurance program in the event you become ill or injured as a result of your work. BPG pays 100% of the premiums. Benefits will be provided in the event that you suffer an injury or illness arising out of or in the course of employment.

BPG is concerned for your safety, and it is important that you help to prevent accidents during your employment. To ensure your physical well-being and the correct processing of claims, it is extremely important that you notify your supervisor immediately of any injury that occurs during or as a result of employment, no matter how minor. Employees who either have an accident or are witness to an accident or near an accident are responsible for reporting it on the day it occurs.

Our Workers' Compensation insurance covers the cost of your medical care. You may also be eligible to receive temporary or permanent disability benefits, or vocational rehabilitation services depending upon the nature and severity of the illness/injury.

The "Notice of Compensation Carrier" is posted. This posting notifies you of benefits, first aid procedures, and emergency telephone numbers, as well as the name of the Company's insurance carrier. BPG has selected specific physicians to treat work-related injuries.

If you wish to change your treating physician, you may request such a change thirty (30) days after the injury is reported. If you do not wish to be initially treated by a Company designated physician, you must designate a physician by notifying the Company in writing. Such designation must be provided prior to the date of an injury.

Workers' Compensation fraud drives up the cost of providing this valuable insurance to everyone. Workers' Compensation fraud is a crime. Any employee participating in a fraudulent claim shall be subject to prosecution.

If medical attention is required because of a work-related injury, any time away from work for medical appointments will not be paid. However, you may elect to use your available accrued paid time for this time loss.

If you have any questions regarding Workers' Compensation benefits, please contact your supervisor.

EDUCATION ASSISTANCE

Eligible employees may receive education assistance of up to \$5,250.00 per calendar year. BPG offers education assistance to encourage employees to become more effective on the job and to increase their potential for development within the Company through their voluntary participation in work-related educational programs outside regular working hours. When you satisfactorily complete approved courses, the Company will reimburse you for the cost of tuition and other eligible educational fees. Prior to enrolling, approval must be obtained from your supervisor and from the Owners.

If you voluntarily leave BPG prior to completing an approved course, you will not be reimbursed for the expenses associated with the course. Furthermore, as a condition of obtaining educational assistance, you agree in writing to repay BPG in full if you resign your position within one year from the date of reimbursement.

You are expected under normal circumstances to schedule class attendance and the completion of study assignments outside of your regular working hours. It is expected that educational activities will not interfere with your work, and unsatisfactory job performance during enrollment may result in forfeiture of educational assistance and disciplinary action up to and including dismissal. The education reimbursement schedule is as follows:

Reimbursements are based on the course grade received:

A	100% reimbursement of class
B	75% reimbursement of class
C	50% reimbursement of class
D or F	0% reimbursement of class
Pass	100% reimbursement of class
Fail	0% reimbursement of class

LEAVES

FAMILY AND MEDICAL LEAVE POLICY (FMLA)

BPG (the “Company”) provides leave in compliance with the Family and Medical Leave Act of 1993 (FMLA), which provides for unpaid, job-protected leave to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must: (1) have worked for the Company for at least 12 months, though it need not be consecutive; (2) worked at least 1,250 hours in the last 12 months; and (3) be employed at a work site that has 50 or more employees within 75 miles. If you have any questions about your eligibility for FMLA leave, please contact the Administration Department.

Leave Policy

If eligible, you may take up to 12 or 26 weeks of family or medical leave, whichever is applicable (as explained below), within the relevant 12-month period defined below. While you are on FMLA leave, the Company will maintain your group health insurance coverage at the same level and under the same circumstances as when you were actively working, as explained more fully under the section titled, *Medical and Other Benefits*. Upon returning from approved FMLA leave, you have the right to be restored to the same job or an equivalent position, subject to the terms, limitations and exceptions provided by law.

Leave Entitlement

You may take **up to 12 weeks** of unpaid FMLA leave in a 12-month period, which is measured forward from the date an employee's first FMLA leave begins for any of the following reasons:

- the birth of a son or daughter and to care for such son or daughter (leave to be completed within one year of the child's birth);
- the placement of a son or daughter with you for adoption or foster care and to care for the newly placed son or daughter (leave to be completed within one year of the child's placement);
- to care for a spouse, son, daughter or parent with a serious health condition;
- to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position; or
- a qualifying exigency of a spouse, son, daughter or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

You may take **up to 26 weeks** of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as military caregiver leave).

Notice of Leave

If your need for FMLA leave is foreseeable, you should give the Company advance notice. At least 30 days' prior written notice is requested, if possible. If this is not possible, you must at least give notice as soon as practicable (within one to two business days of learning of your need for leave). Failure to provide such notice may be grounds for delaying FMLA-protected leave, depending on the facts and circumstances.

Additionally, if you are planning a medical treatment or a series of treatments or you are taking military caregiver leave, you must consult with the Company first regarding the dates of such treatment to work out a schedule that best suits the needs of both the employee or the covered military member, if applicable, and the Company.

Where the need for leave is not foreseeable, you are expected to notify the Company within one to two business days of learning of your need for leave, except in extraordinary circumstances.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relation's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from the Administration Department. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

The Company, at its expense, may require an examination by a second health care provider designated by the company. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation, you must contact the Company weekly, or at such times as you are notified by the Company prior to the start of your leave, regarding the status of the condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

Leave Is Unpaid

FMLA leave is unpaid, but employees may substitute any accrued and unused paid time off (including vacation time or paid sick leave) for unpaid FMLA leave as described below: The substitution of paid leave time for unpaid FMLA leave time does not extend the 12 or 26 weeks (whichever is applicable) of the FMLA leave period. In no case, can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. Your FMLA leave runs concurrently with other types of leave that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by state law.

Medical and Other Benefits

During approved FMLA leave, the Company will maintain any health benefits as if you continued to be actively employed. During your leave, employees must make satisfactory arrangements to pay their portion of the premium. Your health care coverage will cease if your premium payment is more than 30 days late. If your payment is more than 15 days late, we will send you a letter to this effect. If we do not receive your premium payment within 15 days after the date of this letter, your coverage may cease. If you elect not to return to work for at least 30 calendar days at the end of the leave period, you will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

You are not eligible for holiday pay during your leave. In addition, you will not be eligible to earned paid time until you return to work. However, your leave will not be deemed a break in your length of service.

Exemption for Key Employees

Key employees, defined as salaried and FMLA-eligible employees who are among the highest paid 10% of all employees at a worksite or within 75 miles of that worksite, may not be returned to their former or an equivalent position following FMLA leave if restoration of employment will cause substantial and serious economic injury to the operations of the Company. This fact-specific determination will be made by the company on a case-by-case basis.

Intermittent and Reduced Schedule Leave

If medically necessary, FMLA leave occasioned by a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

If leave is unpaid, the Company will reduce your salary based on the amount of time worked. In addition, while you are on an intermittent or reduced schedule leave, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Returning From Leave

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. Otherwise, you will not be permitted to resume work until it is provided.

Outside Employment

You may not be employed with any employer, other than BPG during your leave. Outside employment during your leave will result in immediate termination.

BEREAVEMENT LEAVE

It is the policy of BPG to allow time off when there is a death in the family. Eligible employees may receive up to three paid days *per year* after completion of the introductory period.

This time off is limited to the death of a mother, father, sister, brother, spouse, child, stepchild, grandchild, mother-in-law, father-in-law, stepparent, or grandparent. Requests for time off are made to your supervisor. A "Time Off and Leave Request" form must be completed indicating the number of days requested, your relationship and your supervisors' approval.

JURY DUTY

Time off is granted with pay equal to the difference between the jury duty stipend and regular pay for up to two (2) weeks in a 12-month period for eligible employees.

If you are requested to serve, you are to bring the summons to your supervisor within three (3) working days of receipt. Any time not served as a juror during the normal work schedule is to be reported to your supervisor who will determine if you are to return to work for the remainder of the day or schedule a break in service.

WITNESS DUTY

If you are required to appear as a witness in a court or hearing, you are to bring the subpoena to your supervisor within three (3) working days of receipt. Time off to appear will be granted, as required, without pay for hourly employees. Hourly employees may request accrued paid time for time away from work. Salaried employee pay may not be affected by witness duty. Salaried employees may be paid the difference between Witness Duty stipend and regular pay.

VOTING

BPG encourages employees to act on their right to vote. You may take up to two (2) hours at the beginning or the end of your work schedule, if you are not able to get to the polls before or after your work day, for all State and National elections.

Your request, for this time off to vote, should be submitted to your supervisor at least three (3) working days in advance for scheduling purposes.

MILITARY DUTY

Unpaid military leave will be granted in accordance with present legislation.

MILITARY RESERVES AND NATIONAL GUARD

Time off is granted as required by existing law. This time off is without pay.

YOUR HOURS OF WORK AND YOUR PAY

COMPENSATION

If during your employment BPG considers wage increases for any or all employees, your pay may or may not be increased at the discretion of your supervisor.

YOUR POSITION CLASSIFICATION

All positions are classified in accordance with Federal and State regulations.

Non-exempt These positions are subject to overtime provisions of the Fair Labor Standards Act and State laws.

Exempt These positions are exempt from the overtime provisions of the Fair Labor Standards Act and State laws.

WORK SCHEDULES AND MEAL AND REST BREAKS

A new workweek begins every Saturday at midnight. Workweek and workdays vary by work schedules that will be communicated to you by your supervisor.

During breaks, you are to stop working and may leave your work area. Employees are given a sixty (60) minute meal break per eight (8) hour shift and a fifteen (15) minute break per every four (4) hours worked. It is at this time that any and all personal email and internet usage should occur and no company business will occur.

If you have any questions as to when you should report to or leave work, or when your scheduled break times are, please direct your questions to your supervisor.

PAY SCHEDULES AND DEDUCTIONS

Your pay is calculated and processed on a bi-weekly basis. Paydays are posted on the employee bulletin board. When paydays fall on a holiday, employees will be paid on the closest working day before the holiday. Your paycheck will reflect the following mandatory deductions from your gross wages:

- ♦ Federal Income Tax
- ♦ Social Security Tax (FICA)
- ♦ State Income Tax

You will be given an IRS Form W-4 and applicable state withholding forms to complete and sign on or before your first day of work. You may obtain a new form from the Administration Department to update information at any time. Employees who paid no federal income tax for the preceding year and expect to pay no federal income tax in the present year may obtain an IRS Form W-E-4, (an exemption from withholding certificate) from the Administration Department.

You will receive an annual wage and tax statement covering the previous year on IRS Form W-2 on or before January 31st. If you believe that the deductions stated are incorrect for any pay period or on the W-2, contact the Administration Department.

You may ask the Administration Department any questions you have regarding your paycheck, deductions made, or hours shown.

You may authorize salary deductions for benefit, charitable, or other programs offered through BPG. See the Administration Department for current programs and forms for authorizing deductions.

TIME SHEETS

Non-exempt employees must complete weekly time sheets for all hours worked in each pay period. Managers are required to review and approve the time sheets prior to submitting them to the Administration Department.

Exempt employees working on certain jobs or projects may also be required to complete time sheets. Managers will inform employees when this is necessary.

OVERTIME COMPENSATION

BPG policy is to pay for overtime as follows for all non-exempt (overtime eligible) employees based on the applicable federal and state law.

- Non-exempt employees earn 1½ times their regular rate of pay for overtime hours worked.

BPG will have an overtime-desired list (apply with your supervisor). Overtime requests will be made to you through your supervisor. Overtime is to be authorized in advance by your supervisor. Failure to obtain authorization may result in disciplinary action, up to and including dismissal.

GARNISHMENT OF WAGES

In the event of garnishment or attachment of an employee's wages, BPG will comply with the applicable laws.

EMPLOYEE RELATIONS

PERFORMANCE REVIEWS

Performance reviews are a tool for supporting communication between you, your supervisor, and management. Performance review discussions and documentation may reflect the following areas but are not limited to these areas alone.

- ♦ the work being done
- ♦ ways it could be improved
- ♦ ways performance exceeds expectations
- ♦ goals to consider or requirements to be set
- ♦ agreements or disagreements on performance and other work-related issues
- ♦ possible results or ramifications

You are encouraged to give your view. Use this opportunity to add to what is said or written. You should state any concerns or disagreements you have.

DISCIPLINARY ACTIONS

BPG tries to address employee performance in a way that will allow the Company and the employee an opportunity to work together to resolve any performance related issues.

The Company may initially express concerns about your performance, or conduct, verbally. At other times, initial concerns or continuing issues may be discussed in meetings with your supervisor. These meetings may cover:

- ♦ the issues or concerns
- ♦ the actions or changes that are required
- ♦ the possible ramifications if the problem is not resolved

The items discussed may be put in writing, at which time you may be asked to sign that you have reviewed the written summary.

At the Company's discretion, it may also suspend employees without pay or take other disciplinary steps up to and including dismissal to address performance problems. These guidelines are not a system of progressive discipline and the company may, at its sole discretion, employ any of these types of discipline as it deems appropriate. Nothing in this policy changes the at will nature of employment with BPG.

WHERE TO GO WITH YOUR CONCERNS, COMPLAINTS, OR GRIEVANCES

As employees of BPG, you are encouraged to communicate your ideas, needs, and concerns with any member of the management staff.

You may be offered informal assistance. This could be in the form of just listening or a moderated voluntary meeting.

If you report possible acts of discrimination or harassment, request a more formal intervention, or if the person hearing your concern believes it necessary, your report will be documented in writing. It will then be reviewed, investigated and further action will be taken as appropriate.

The issues you raise will be treated objectively by all involved. BPG will make every effort to protect your confidentiality to the extent practicable, but that confidentiality cannot be guaranteed. BPG will make every effort to see that you are treated without prejudice for stepping forward with your concern.

EMPLOYEE PRIVACY

Your personnel file will be maintained in the Administration Department and will only include job-related information. Your privacy is respected and only the Company personnel who need the information to carry out their jobs will have access to your files.

BPG verifies dates of employment, and positions held when requested by prospective employers.

You may request to review your file by asking your supervisor. You may submit written statements of correction and comments on any material contained in your record. Only current employees may gain access to their personnel file.

EMPLOYEE SUGGESTIONS

BPG encourages employees to use creativity and job knowledge to discover ways to save time, simplify work procedures, reduce waste, improve quality, and eliminate accidents or hazards. Please submit ideas for improving departmental procedures to your supervisor. Suggestions regarding overall Company policies and procedures may be submitted to the Administration Department or deposited in the suggestion boxes in the kitchens.

STANDARDS

ISSUES OF HARASSMENT

BPG is committed to providing all employees with a workplace free of sexual or other types of harassment based on any other protected categories under federal, state or local law. The Company strongly disapproves of, and will not tolerate, such harassment by managers, supervisors, or coworkers, or those who do business with BPG.

It is our policy to maintain a work environment free from all forms of harassment and to insist that all employees be treated with dignity, respect and courtesy. Harassment, including sexual harassment, of one employee by another employee or supervisor is prohibited by both State Government Code and Title VII of the United States Civil Rights Act of 1964. The purpose of this policy is not to regulate our employees' personal morality. It is to assure that in the work place harassment does not occur.

Sexual harassment is defined as unwanted sexual advances or visual, verbal, or physical conduct of a sexual nature. Sexual harassment includes many forms of offensive behavior. The following is a partial list of the types of conduct that could constitute sexual harassment:

- ♦ Unwanted sexual advances.
- ♦ Offering employment benefits in exchange for sexual favors.
- ♦ Making or threatening reprisals after a negative response to sexual advances.
- ♦ Visual conduct such as leering, making sexual gestures, displaying of sexual suggestive objects or pictures, cartoons, or posters.
- ♦ Verbal conduct such as making or using derogatory comments, epitaphs, slurs, and jokes.
- ♦ Verbal sexual advances or propositions.
- ♦ Verbal abuse of a sexual nature such as graphic verbal commentaries about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations.
- ♦ Physical conduct such as touching, assault, impeding or blocking movements.

If you believe that you are or have been subjected to any kind of harassment, coercion, or intimidation by anyone, whether by one of your coworkers, a client or vendor, or a member of management, BPG requests that you file a **written complaint** with the Administration Department or any member of the management team. This policy applies to any instances of sexual harassment or other types of harassment, including those based on any protected category under federal, state or local law.

All complaints of harassment will be thoroughly, objectively, and confidentially investigated. The investigation will include interviews of all individuals believed to have information regarding the alleged harassment. The results of the investigation will be communicated to the complaining employee, to the alleged harasser and, if appropriate, to others directly concerned. If harassment is found to have occurred, appropriate disciplinary action up to and including dismissal, will be taken against the harasser. Appropriate action will be taken to remedy the injury, if any, to the employee subjected to the harassment.

Measures will be undertaken to protect those who use the complaint procedure. They will not be subject to any acts of harassment, coercion, intimidation or retaliation due to their reporting an incident of this type or participating in an investigation or proceeding concerning the alleged harassment.

It is the obligation of all employees to cooperate fully in the investigation process. In addition, disciplinary action will be taken against any employee(s) who attempt to discourage or prevent any harassment victim from using the Company's complaint procedure to report harassing conduct. BPG will make every effort to protect your confidentiality to the extent practicable, but that confidentiality cannot be guaranteed

DRUG AND ALCOHOL POLICY

In accordance with A.R.S. § 23-493 *et seq.*, BPG is adopting the following written substance abuse policy. This policy applies to all compensated employees of BPG.

Definitions

As used in this policy, the following terms shall have the following meanings:

“Drug” means any substance considered unlawful under the Controlled Substances Act, or the metabolite of the substance.

“Property” means all land, buildings, structures, parking lots, equipment and means of transportation owned, possessed or leased by the Company.

“Safety-Sensitive Position” means a position in which the employee operates a motor vehicle, utilizes equipment or machinery, or works in the residential or commercial premises of a customer. Safety-Sensitive Positions are also those positions which are regulated by the State of Arizona under Title 32, and those additional positions which BPG, in good faith, designates as Safety-Sensitive Positions.

“Impaired” means symptoms tending to show that a prospective employee or employee while working may be under the influence of drugs or alcohol that may decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational or unusual behavior, negligence or carelessness in operating equipment, machinery or production or manufacturing processes, disregard for the safety of the employee or others, involvement in an accident that results in serious damage to equipment, machinery or property, disruption of a production or manufacturing process, any injury to the employee or others or other symptoms causing a reasonable suspicion of the use of drugs or alcohol.

Standards of Conduct

The following constitute BPG's rules regarding substance abuse:

- All employees are prohibited from being under the influence of illegal Drugs, non-prescribed Drugs, Alcohol or being impaired by medically recommended marijuana during working hours.
- The manufacture, use, sale, possession, transfer or purchase of Drugs, Alcohol or medically recommended marijuana including, but not limited to, a non-prescribed controlled substance on Company property or while performing Company business is strictly prohibited.
- No prescription Drugs may be brought on Company property by any person other than the person for whom it is prescribed. Medically recommended marijuana may not be brought on Company property by any person, including the employee for whom it was recommended. Such Drugs may be used only in the manner, combination and quantity prescribed or recommended. If the use of such Drugs or over-the-counter Drugs may affect behavior and job performance, or if employees are in safety-sensitive positions, employees must advise their supervisors of the use of such Drugs. Employees may not use medically recommended marijuana on Company property. The Company may exclude employees from safety sensitive positions, when the Company has a good faith belief that the current use of Drugs may impair employees' job performance or ability to perform job duties.

Violation of the above standards, including a violation discovered or confirmed by a positive Drug or Alcohol test or test confirming impairment by medically recommended marijuana will result in termination.

Testing Policy

Periodic Drug or Alcohol testing may be conducted under the following circumstances:

- At the time of application for employment;
- On a random basis;
- If BPG believes that an employee has been observed possessing or using a prohibited substance on the job;

- When BPG reasonably believes that an employee may be affected by the use of Drugs, Alcohol or medically recommended marijuana;
- When BPG reasonably believes that an employee is impaired during working hours or while engaged in Company business;
- Any employee who has had a positive Drug test may be subjected to periodic, random testing, for a period of one year from the date of the positive Drug test;
- Any employee who has a test which reflects impairment due to the use of medically recommended marijuana may be subjected to periodic, random testing for a period of one year from the date of the test; and
- After a workplace injury or accident.

Refusal to participate in Drug, Alcohol, or medically recommended marijuana impairment testing when requested to do so, or refusal to accept the terms and conditions of testing as specified in this policy, may result in disciplinary action, up to and including termination of employment. Prospective employees who refuse to undergo Drug testing are not eligible for hire.

Employees have the right, upon written request, to obtain a copy of the written test results.

BPG will not release information relating to testing, including test results, to any third parties except upon written authorization of the employee, or when legally compelled to do so.

Testing Procedures

The following testing methods and procedures will be followed:

Testing will ordinarily be conducted during, immediately before, or immediately after, regularly scheduled work periods. For current employees, time spent in testing, and in traveling to and from the regular work site to the place of testing, is work time.

Upon being hired at BPG, Employees will be sent for a preplacement drug test. BPG will pay the costs of the testing. In addition, when testing is done at locations other than an employee's normal work site, the Company will pay reasonable transportation costs for travel to and from the work site to the testing location.

Testing shall be conducted under the following conditions:

- Sample collection shall be performed under reasonable and sanitary conditions.
- Sample collections shall be labeled in such a way as to reasonably preclude the possibility of misidentification of test results.
- Prior to testing, the individual shall be provided with an opportunity to notify the Company of any information relevant to the test, including identification of currently or recently used prescription or non-prescription medications, and other medical information. Employees should notify the Company if they are a qualifying patient holding a valid identification card prior to testing.
- Sample collection, storage, and transportation, where necessary, shall be performed in a manner reasonably designed to preclude the possibility of sample contamination, adulteration, or misidentification.
- Sample testing will be done in such a way as to comply with scientifically accepted analytical methods and procedures, and by a laboratory approved or certified by at least one of the following: (a) United States Department of Health and Human Services; (b) College of American Pathologists; or (c) the Arizona Department of Health Services.
- Positive Drug test results shall be confirmed by a subsequent test, using a different chemical process than used in the initial drug screen. Confirming tests will be conducted by a chromatographic technique or another comparably reliable analytic method. Testing of a qualified patient that confirms the use of medically recommended marijuana may result in further testing to determine whether the employee is impaired.

Following a positive test result, employees have the right to explain that result, upon request, in a confidential setting. If an employee receives a call from the drug screen company (MRO), the employee must return the call or discipline will result.

Employee Assistance

Employees with substance abuse problems are encouraged to seek assistance for a substance abuse problem because continued job performance problems, attendance problems or behavioral problems will jeopardize an employee's job.

Miscellaneous

Each employee has a responsibility to immediately report unsafe working conditions or hazardous activities that may jeopardize work safety, including any violation of this policy. Any employee who fails to report such a violation will be subject to discipline, up to and including termination.

Employees must notify the Company of any criminal Drug statute conviction for a violation occurring in the workplace within five calendar days after the conviction.

ETHICAL GUIDELINES

BPG 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. When performing job duties or representing this organization, the employee should do so with integrity, upholding the highest ethical and moral standards. Everything delivered should be performed with quality, safety and efficiency. This means that employees will put the client's and the public's interests as our top priority. Employees will deal with co-workers, clients, and members of the public professionally and with respect and courtesy.

DRESS AND GROOMING

As an employee, you represent BPG. That is why you are to dress in clothing that fits your work setting. You are to appear clean and have a well-cared for appearance. If you have any questions about what is appropriate, please ask your supervisor.

Appearance or personal grooming habits that are inappropriate to the job or work setting may result in disciplinary action up to and including dismissal.

ATTENDANCE AND PUNCTUALITY

The Company counts on your attendance and expects regular attendance during working hours. Regular and timely attendance is an essential function of every team member's job. Unsatisfactory attendance, reporting late or quitting early, or patterns of absenteeism or tardiness, may result in disciplinary action, up to and including discharge.

You should contact your supervisor on any day on which you expect to be late for work or absent for any reason. It is not acceptable to leave a message with another employee or to send a text message. Except in an emergency, the call should be made as early as possible, and preferably no case less than two (2) hours, before the start of the workday, in order to provide the Company with time to make necessary arrangements to cover your job responsibilities. You must inform the Company as to the reason for your absence and the anticipated duration of the absence.

If you are absent for three or more work days, you may be requested to bring documentation of the need for leave.

Any employee who fails to report for work three consecutive workdays without giving prior notice to the Company may be considered to have voluntarily quit.

RULES OF CONDUCT

As an employee, you are expected to use sound judgment and respect the rights of fellow employees to a safe, comfortable, and congenial work environment. It is impossible to make a comprehensive list of all of the possible kinds of conduct that would be considered as inappropriate.

Examples of some of the general types of conduct that cannot be allowed are:

- ♦ Drinking alcohol, taking any controlled substance or appearing at work under the influence of alcohol or drugs;
- ♦ Infringing on the rights of fellow employees or by displaying objects, giving messages, or wearing clothing that is provocative, insulting, or harassing to any particular group or individual;
- ♦ Being habitually tardy or absent;
- ♦ Insubordination;
- ♦ Using or abusing employer time, property, materials or equipment without authorization;
- ♦ Sleeping on the job;
- ♦ Violating or abusing employer policies;
- ♦ Neglecting job duties;
- ♦ Threatening or cursing a fellow employee;
- ♦ Using offensive or profane language on company premises;
- ♦ Physically assaulting a fellow employee;
- ♦ Purposely giving wrong information when reporting hours worked or tasks completed – falsifying any document;
- ♦ Possession of firearms, or bringing firearms, weapons, or explosive material on Company premises;
- ♦ Stealing or removing money or equipment from the premises without approval;
- ♦ Protecting others who break these and other policies or commit illegal acts;
- ♦ Committing a fraudulent act or a breach of trust under any circumstance;

Employees who act in these or other unacceptable ways may be subject to disciplinary action up to and including dismissal.

This policy is not intended to restrict communication or actions protected or required by federal or state law.

WORKPLACE VIOLENCE

BPG is committed to providing a safe and secure working environment for our employees. Any acts or threats of physical harm, including intimidation, harassment, and/or coercion, which involve or affect the Company or any of its employees, which occur on Company property or are related to the workplace, will not be allowed.

Examples of conduct which may be considered threatening or potentially violent include, but are not limited to the following:

- ♦ Threatening physical or aggressive contact directed toward another individual, including blocking passage;
- ♦ Threatening an individual or his/her family, friends, associates or property with physical harm;
- ♦ The destruction or threat of destruction of Company property or property of an employee or other person affiliated with the Company;
- ♦ Harassing or threatening phone calls;
- ♦ Surveillance or stalking;
- ♦ Repeated unexplained and unwelcome visits to the home of an employee or other persons related to the Company;
- ♦ Insinuating physical harm or like intimidation;

Common socially acceptable comments are not considered workplace violence. Such comments may make reference to violence in sports activities, entertainment, current events, or may be made in the context of a personal comment or joke. Workplace violence refers to behavior that is personally offensive, threatening or intimidating.

A judgment will be made by BPG as to what action is appropriate, if such incident occurs, including corrective or disciplinary action up to and including dismissal.

RULES OF SAFETY

BPG makes a conscious effort to provide a work environment free from recognized hazards that may cause injury. It is the policy of BPG to provide a safe and healthy workplace to the extent required by law.

Every employee has the responsibility to report any unsafe conditions. Employees are expected to obey safety rules, follow established safe work practices, exercise caution in all work activities, and report any unsafe conditions to their supervisor.

Employees at all levels of the organization are responsible for correcting or placing warnings on unsafe conditions within their immediate work area and within their control.

Employees are encouraged to identify present and potential health and safety problems without fear of harassment or reprisal.

Employees who fail to observe safety rules and practices may be subject to disciplinary action up to and including dismissal.

In the event of an accident on BPG property or on a BPG jobsite, please contact the necessary person or authority immediately. All employees involved in an accident situation are subject to immediate drug testing.

COMMUNICATION

E-Mail

BPG provides its employees with systems to send and receive electronic mail (e-mail) so they can work more productively. The Company e-mail system is a valuable business asset. The messages sent and received on the e-mail system, like memos, purchase orders, letters, or other documents created by employees in the course of their workdays, are the property of Company.

This policy explains rules governing the appropriate use of e-mail and sets out Company's rights to access messages on the e-mail system.

Access to Employee E-Mail

Employees should not have any expectation of privacy with respect to messages or files sent, received, or stored on Company's e-mail system. E-mail messages and attachments can be accessed and read by authorized employees or authorized individuals outside Company such as the following:

- Access by the Systems Administration staff during the course of system maintenance or administration.
- Access approved by the employee, the employee's Manager, or an Officer of BPG when there is an urgent business reason to access the employee's mailbox. For example, if an employee is absent from the office and the Manager has reason to believe that information relevant business is located in the employee's mailbox.
- Access approved by the employee's Manager or an Officer of BPG when there is reason to believe the employee is using email in violation of company policies.
- Access approved by the President of BPG or Legal Counsel in response to a receipt of a court order or request from law enforcement officials for disclosure of an employee's e-mail messages.

Personal Use of E-Mail

Company allows incidental personal use of its e-mail system if the personal use is infrequent and does not:

- Involve any prohibited activity as described below
- Interfere with the productivity of the employee or his or her co-workers
- Consume system resources or storage capacity on an ongoing basis
- Involve large file transfers or otherwise deplete system resources available for business purposes

Employees should not have any expectations of privacy with respect to personal e-mail sent or received on BPG's e-mail system. Employees should delete personal messages as soon as they are read or addressed. Employees should not store copies of the personal messages they have sent.

Prohibited E-Mail Activities

Employees are prohibited from sending e-mail or otherwise using the e-mail system in connection with any of the following activities:

- Engaging in illegal, fraudulent, or malicious activities
- Distributions or email activities of a non-business nature, i.e. organizations, churches, and clubs
- Sending or storing offensive, obscene, or defamatory material
- Annoying or harassing other individuals
- Sending uninvited e-mail of a personal nature
- Using another individual's account or identity without explicit authorization
- Attempting to test, circumvent, or defeat security or auditing systems, without prior authorization
- Permitting any unauthorized individual to access BPG's e-mail system
- Distributing or storing chain letters, jokes, solicitations or offers to buy or sell goods, or other non-business material of a trivial or frivolous nature

E-Mail Policy Violations

Employees violating Company's e-mail policy are subject to discipline, up to and including termination. Employees using the e-mail system for defamatory, Illegal, or fraudulent purposes, or employees who break into unauthorized areas of BPG's computer system also are subject to civil liability and criminal prosecution.

Confidentiality

E-mail should not be used to communicate sensitive or confidential information.

All employees are expected and required to protect Company's trade secrets and other confidential information. BPG trade secrets or confidential information should never be transmitted or forwarded to outside individuals or companies not authorized to receive the information. Employees must exercise greater care when transmitting BPG trade secrets using e-mail than with other communication means because e-mail makes it easier to redistribute or misdirect trade secrets to unauthorized individuals.

Internet Access Guidelines

BPG provides employees with access to the Internet for business purposes. Employees should follow these guidelines:

- The Internet is an official communications medium to which common standards of professional etiquette apply. Use of Company equipment to send fraudulent, harassing, obscene, indecent, profane, or intimidating messages is prohibited.
- Company provided information technology should not be used in any way to access or download materials or information that is sexually explicit or that the employee has reason to believe may be defamatory or otherwise unlawful or irresponsible. This includes, but is not limited to, materials with derogatory or inflammatory remarks about an individual's race, age, disability, religion, physical attributes or sexual preference.
- Downloading material from an Internet source may be considered making a copy of it under copyright laws. All files downloaded from the Internet must comply with applicable licensing agreements and copyright laws.

Any employee who abuses the privilege of company-facilitated access to the Internet will be subject to corrective action up to and including termination. If necessary, Company reserves the right to advise appropriate legal officials of any illegal violations.

Social Media Policy

See Attachment A.

COMPANY VEHICLE POLICY

BPG may assign Company owned vehicles to certain employees, or provide vehicles for employees to use on official company business. If an employee has a vehicle assigned to them, they must complete an Employee Vehicle Assignment Form.

Employees that drive company vehicles are required to sign a Motor Vehicle Division Consent to Release Motor Vehicle Record form. BPG will periodically run MVR reports on its drivers to determine eligibility to drive based on the company's insurance requirements.

A valid driver's license must be maintained applicable to the type and class of vehicle assigned and for the state in which the employee is employed. All motor vehicle laws and regulations of the state in which the vehicle is operated must be obeyed.

It is prohibited to operate a company vehicle if the employee has consumed any alcoholic beverage or illegal drugs of any type. In addition, operation of a BPG owned vehicle while taking prescription or non-prescription drugs that may impede one's ability to safely operate a vehicle is forbidden.

Employees are responsible for reporting any vehicle defect or maintenance problems. An employee should never drive a BPG owned vehicle which may be unsafe to operate. If the vehicle needs maintenance, it should be reported to your manager.

If a vehicle accident occurs, the employee is to take the appropriate steps in filing a police report, an incident report and immediately notifying their Manager,

The use of a seat belt is required at all times for the driver and any passengers.

Only an employee of BPG is permitted to drive a Company owned vehicle. Only BPG employees are authorized to travel in company owned vehicles unless prior approval is obtained from the General Manager.

SMOKING IS NOT PERMITTED IN BPG VEHICLES AT ANY TIME.

Employees are expected to keep their vehicles clean and free of trash.

All employees are responsible for adhering to all laws, and therefore are responsible for all fines related to moving, parking or any other violations. Company will not reimburse for such fines, and in the case of BPG being charged directly, will exercise all legal means to be reimbursed by the employee.

All driving complaints are routed to the General Manager. "Driving" complaints are to include not only true driving practices such as swerving, no signal during lane change; but also, the employee's behavior such as yelling, swearing, or mouthing profanities at another driver.

Complaints will be routed to the employee's Manager for review. Consequences of complaint are to be determined by employee's Manager, who will consider the circumstances regarding the complaint, whether it is confirmed or unconfirmed, as well as, the employee's history of driving complaints.

Any deviation from the above direction will be considered a violation of the Company policy and will result in disciplinary action, up to and including termination. Any member of management that willfully disregards and allows this policy to be violated may also be held responsible if an accident occurs as a consequence to the violation.

COMPANY PROPERTY

BPG provides some employees with equipment and property to assist them in performing their job duties when outside the workplace. Much of this equipment and property, such as tools, test equipment, wireless phones, computers and modems, has value in excess of \$100. Employees who are provided with Company owned equipment or property, or who take Company owned equipment or property away from the workplace, have a responsibility to protect the equipment or property from being lost, damaged, or stolen.

If the Company owned equipment or property is lost, damaged, or stolen because of an employee's negligence or willful disregard, the employee will pay Company an amount equal to the replacement value or repair cost of the equipment or property, in excess of \$100. For example, if the replacement value or repair cost of the lost, damaged, or stolen equipment or property is \$300, the employee will pay Company \$200.

The employee will arrange with BPG to pay the amount owed. If the employee and BPG cannot agree on a payment plan, BPG 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.

Upon termination of employment, or at any time during employment in which the employee no longer requires the equipment or property assigned, all BPG owned property must be returned. The employee is responsible for payment of the value of any property issued by Company that is not returned.

BPG assumes no responsibility for loss or damage to the personal property of an employee.

SOLICITATION

BPG believes that employees should not be disturbed or disrupted in the performance of their job duties. For this reason, solicitation of any kind of an employee by another employee is prohibited while either person is on working time or in a public area. Solicitation by non-employees on Company premises is prohibited at all times.

Distribution by employees of advertising material, handbills, printed or written literature of any kind in working or public areas of the Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

CONFLICT OF INTEREST

As an employee, you are required to disengage and refrain from all outside business or financial interests that put you in conflict with the purpose, mission, or products of BPG. This includes those businesses or services that are present or possible vendors to BPG or its competitors. If you are unsure of whether you may be in a potential conflict situation, you should discuss this matter with your supervisor.

Any employee engaged in pursuits in conflict with the interests of BPG or using his/her position for independent financial gain may be subject to disciplinary action up to and including dismissal.

OUTSIDE EMPLOYMENT

BPG requires that you report any other job you have or may consider taking. We retain the right to determine if this outside job conflicts with your position, scheduling, or ability to give us your best effort.

SECURITY

Inspections are sometimes required to protect the employees, facilities, and inventory of BPG.

Employees are expected to cooperate fully any time management feels it is necessary to inspect any work areas, including work stations, lockers, desks, employee facilities, voice-mail, or any items brought onto the work site.

MISCELLANEOUS

PETTY CASH AND ROUTINE REIMBURSEMENT

You may be asked or given approval to make purchases for BPG.

- *Petty Cash* -- The Company maintains a Petty Cash account for incidental purchases. The money needed should be requested in advance of the purchase from the Controller. Money not spent must be returned to the Controller along with the receipt for all items purchased on your return.
- *Expenses* - Employees are reimbursed for expenses incurred while performing assigned tasks. An expense report with associated receipts attached and bearing the signature of the employee's supervisor must be submitted to the Accounting Department for reimbursement.
- *Pay Advances* – BPG does not generally make pay advances. If there is an emergency, you should discuss it with your supervisor.
- *Company Credit Card* – In some instances, BPG will issue a company credit card to an employee for business-related approved purchases. The card is NEVER to be used for personal purchases. Receipts for each purchase are required to be submitted to the Accounting Department on a weekly basis.

PROCUREMENT

All purchase requests for BPG must be authorized and logged in.

Only authorized employees are to request or receive supplies, services, or samples for demonstration from representatives of present or possible vendors.

Request supplies or services through your supervisor. Requests will be filled from in-house supplies or purchased as needed. In special circumstances, you will be given authorization in writing.

SMOKING

BPG requires that you follow the NO SMOKING policy.

Smoking is allowed in designated areas outside of the building. Employees who smoke are expected to keep the environment as smoke-free and clean as possible by putting out cigarettes and pipes that are not being used, emptying ashtrays, and properly disposing of cigarette butts.

EXTREME WEATHER AND NATURAL DISASTERS

When severe weather or a natural disaster creates road closures, or when there is severe flooding or other circumstances that prevent employees from safely traveling to and from work, employees are to call the office as soon as telephone communication is possible. BPG will attempt to provide instructions for you to follow if the facility will be closed due to damage to the building or highways leading to the building.

BPG will pay employees for up to one day for verifiable organized volunteer work on behalf of disaster victims. All eligible employees will be allowed to request accrued paid time, if available, for days missed due to extreme conditions.

LOST AND FOUND

Articles found on Company premises should be turned in to the Administration Department.

IF YOU MUST LEAVE US

Each employee of BPG is an at-will employee. This means an employee may leave employment at any time with or without cause and with or without prior notice. BPG does request adequate advance notice when possible. Likewise, BPG may discharge the employee with or without cause and with or without prior notice at any time but will try to provide advance notice when possible.

Employees who voluntarily terminate their employment are asked to do so in writing with a minimum of two weeks' notice before leaving BPG without which the employee will be deemed "not eligible for re-hire. Providing as much additional notice as possible avoids placing an undue burden on the Company. BPG may accept the resignation immediately and waive the notice period.

Involuntary terminations are usually preceded by coaching, verbal and written warnings, performance reviews, suspensions, or other measures. However, termination may be immediate and without prior notice at the Company's sole discretion.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. However, the following are indicative of conduct that may result in disciplinary action, including suspension or termination of employment:

- Violation of safety or health rules
- Failure to report as promptly as possible any personal accidents or injuries that occur while the employee is on duty
- Theft or inappropriate removal or possession of property
- Falsification of time keeping records
- Working under the influence of alcohol or illegal drugs, or violation of the Drug and Alcohol policies
- Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination
- Disrespectful conduct with customers
- Smoking in prohibited areas
- Sexual or other unlawful harassment
- Possession of dangerous or unauthorized materials such as explosives or firearms in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station during the workday
- Unauthorized use of telephones, mail system or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Failure to complete required training
- Being convicted of a serious crime

Should the employer terminate employment, she/he will receive a final paycheck per the state law requirements.

At the end of the last scheduled day of work, you will turn in all property of the business to your supervisor, including keys, equipment, credit cards and passwords.

If any outstanding monies are owed to BPG, these amounts will be deducted from your final paycheck. Upon exit, you will also be required to accept or decline COBRA benefit coverage.

Final Paycheck

If you resign, you will receive your final paycheck on the next scheduled payroll date. **No unused PTO will be paid to employee upon employment termination whether the employment was terminated by employee or employer.**

Exit Interview

When you leave BPG, you may be asked to take part in an exit interview on or before your last day of work. This interview provides an opportunity to complete the employee's personnel record. The interview will be at a time that is mutually convenient for the employee and BPG's representative. The final interview gives the employee the opportunity to comment in private on his/her reasons for leaving the Company.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I, _____ (employee name), acknowledge that on _____ (date), I received a copy of the BPG Handbook (" **Handbook**") and that I read it, understood it and agree to comply with it. I understand that BPG has the maximum discretion permitted by law to interpret, administer, change, modify or delete the rules, regulations, procedures and benefits contained in the Handbook at any time, and with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Handbook. Changes can only be made if approved in writing by the President of BPG. I also understand that any delay or failure by BPG to enforce any rule, regulation, procedure contained in the Handbook will not constitute a waiver of BPG's right to do so in the future.

I understand that neither this Handbook nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized BPG representative, **I am employed at will and this policy does not modify my at-will employment status.** If I have a written employment agreement signed by an authorized BPG representative and this Handbook conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

Employee Signature

Date
