

# Welcome Letter

Welcome To Our Team!!

We welcome you to Superior Excavating Soils and Services LLC (SESS) and Himalayan Salt and Scents (HSAS). We look forward to the opportunity to work with you and want you to know that we recognize our employees as our most valuable resource. Our continued success in providing the highest quality of products and service to our customers depends on having quality people like yourself and your fellow employees. We want you to enjoy your time here and are committed to helping you succeed in your new job.

We have prepared this handbook to answer some of the questions that you may have concerning SESS and HSAS, and its policies. This handbook is intended solely as a guide. Read it thoroughly. If you have questions about anything, contact your supervisor for assistance.

We hope you find your time with us to be an enjoyable and rewarding experience.

Once again, welcome to Superior Excavating Soils and Services LLC and Himalayan Salt and Scents!

Sincerely,

Dale Custer

Owner and President

## Our Mission

Our mission is to provide a stable and pleasant work environment to our employees and owners. We do this through superior commitment to sales growth, cost controls, and treating our employees like family. We believe that our employees are our most important resource and our success depends upon creating and retaining a staff capable of delivering an exceptional product and service to every customer, every time.

## Our Way of Doing Business

Our success depends on our people and can only prosper and provide opportunities for employment and growth when we continually improve ourselves, and the work we do. We recognize however, that success is not measured by sales, projects, and numbers alone. We are measured as much by the way in which we achieve our goals, as we are by the actual achievements themselves. We believe that a commitment to uncompromising values and integrity should always guide our decisions and actions as we pursue our goals. Following are the core values that form the foundation of our measurement of success:

**We believe that good enough isn't.** We never stop trying to do it better, no matter how good we are. We constantly strive to "raise the bar."

**We believe in honesty and trust.** We work to build trust with others in each and every transaction and interaction. We recognize that honesty and trust form the bond that holds organizations and relationships together. Trust is measured in two forms. We must trust our people with our resources, and we must be able to trust our people to complete their jobs in a professional and efficient manner.

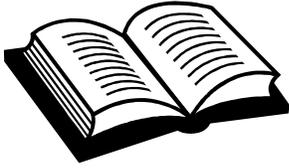
**We believe in the ongoing training and development of our people.** We see it as a worthy investment in the future of the COMPANY and as a way of enabling our people to achieve their potential in whatever they do.

**We believe our continued success depends on teamwork.** We know that great achievements are only possible from helping and respecting each other.

**We believe in doing business in a professional and orderly manner.** We take great pride in having good systems, standardized procedures and being organized.

**We believe in being responsible to others and to ourselves.** We do what we say we are going to do when we say we are going to do it. We believe in personal accountability and avoid blaming others when things don't turn out as planned.

## About this Handbook (SESS and HSAS = The Company)



This handbook is designed to help you get familiarized with **SESS and HSAS**. We want you to understand how we do business and how important you and every employee is in helping us take care of our guests and making this a fun and rewarding place to work.

The policies stated in this handbook may change from time to time. It isn't flawless either. We've done our best to include as much information as possible in an easy-to-understand manner.

This handbook is not a contract which guarantees your employment for any specific time. It is not intended to create any contractual or legal obligations. Either you or the Company **may** terminate your employment at any time, for any reason, with or without cause or notice. Understand that no supervisor, manager, or representative of the Company other than the Owner of **SESS and HSAS** has the authority to enter into any agreement with you for employment for any specified period or to make any such promises or commitments.

We wish you the best in your position and hope that your employment with **SESS and HSAS** will be a very enjoyable and rewarding experience.

Every effort is made to keep the contents of this document current. SESS and HSAS reserves the right to modify, suspend or terminate any of the policies, procedures, and/or benefits described in the manual with or without prior notice to employees.

After **THOROUGHLY** reviewing this handbook, sign the attached acknowledgment and return that portion to the Department Manager.

We prefer you not keep a copy of the Handbook. A copy will always be available to you through the Department Manager.

This Employee Handbook ("Handbook") was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. You should read, understand, and comply with all provisions of this Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by SESS and HSAS to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

The policies in this manual will apply to all employees. The company reserves the right to amend certain benefits for individual employees. Any amendment will be in writing and signed by both the employee and the President/CEO of the company. Only the President/CEO of the company has the right to amend any policy. Employees will be notified of such changes to the Handbook as they occur.

Customers are among our organization's most valuable assets. Every employee represents the Company to our customers and the public. The way we do our jobs presents an image of our entire organization. Customers judge all of us by how they are treated with each employee contact. Therefore, one of our first business priorities is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to customers.

The Company will provide customer relations and services training to all employees with extensive customer contact. Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of SESS and HSAS. Positive customer relations not only enhance the public's perception or image of SESS and HSAS, but also pay off in greater customer loyalty and increased sales and profit.

**EMPLOYEE HANDBOOK -**  
**SUPERIOR LANDSCAPE**  
**PRODUCTS AND SALT & SCENTS**

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|---|---|
| <b>1-01 Nature of Employment</b>                    | <b>3-08 Employment Termination</b>                      |
| <b>1-02 Equal Employment Opportunity</b>            | <b>3-09 Resignation</b>                                 |
| <b>1-03 Employment Applications</b>                 | <b>3-10 Work Schedules</b>                              |
| <b>1-04 Employee Relations</b>                      | <b>3-11 Meal Periods</b>                                |
| <b>1-05 Business Ethics and Conduct</b>             | <b>4-01 Use of Phone and Mail Systems</b>               |
| <b>1-06 Personal Appearance</b>                     | <b>4-02 Cell phone usage</b>                            |
| <b>1-07 Personal Relationships in the Workplace</b> | <b>4-03 Visitors in the Workplace</b>                   |
| <b>1-08 Conflicts of Interest</b>                   | <b>4-04 Business Expenses and Service Agreements*</b>   |
| <b>1-09 Non-Disclosure*</b>                         | <b>4-05 Life-Threatening Illnesses in the Workplace</b> |
| <b>1-10 Access to Personnel Files</b>               | <b>4-06 Workplace Violence Prevention</b>               |
| <b>1-11 Personal Data Changes</b>                   | <b>4-07 Sexual and Other Unlawful Harassment</b>        |
| <b>2-01 Introductory Periods</b>                    | <b>4-08 Return of Property</b>                          |
| <b>2-02 Safety</b>                                  | <b>4-09 Security Inspections</b>                        |
| <b>2-03 Attendance and Punctuality</b>              | <b>4-10 Solicitation*</b>                               |
| <b>2-04 Emergency Closings</b>                      | <b>4-11 Problem Resolution</b>                          |
| <b>2-05 Jury Duty</b>                               | <b>4-12 Immigration Law Compliance</b>                  |
| <b>2-06 Bereavement Leave</b>                       | <b>5-01 Smoking and Tobacco Use Policy</b>              |
| <b>3-01 Performance Evaluation</b>                  | <b>5-02 Drug &amp; Alcohol Use.</b>                     |
| <b>3-02 Job Descriptions</b>                        |   |
| <b>3-03 Paydays</b>                                 |   |
| <b>3-04 Workers' Compensation Insurance</b>         |   |
| <b>3-05 Administrative Pay Corrections</b>          | <b>Confidentiality and Non-Disclosure Form</b>          |
| <b>3-06 Pay Deductions and Setoffs</b>              | <b>Signature Acknowledgment Form</b>                    |
| <b>3-07 Progressive Discipline</b>                  |   |

Employment with Superior and Salt and Scents is voluntarily entered into and is “at-will,” which means that the employee is free to resign at will at any time, with or without notice or cause. Although a 2 week notice would be appreciated. Similarly, Superior/ Salt and Scents may terminate the employment relationship at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law. No one has the authority to make verbal statements that change the at-will nature of employment, and the at-will relationship cannot be changed or modified for any employee except in a written agreement signed by that employee and the President of Superior Landscape and Salt and Scents.

Policies set forth in this Handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the Company and any of its employees. The provisions of the Handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at the Company’s sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the CEO or person designated by the CEO of SESS and HSAS.

### **1-02 Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Superior will be based on merit, qualifications, and the needs of the company. Superior does not unlawfully discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, ancestry, medical conditions, family care status, sexual orientation, or any other basis prohibited by law.

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

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

### **1-03 Employment Applications**

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

In processing employment applications, SESS may obtain a consumer credit report or background check for employment. If SESS takes an adverse employment action based in whole or in part on any report caused by the Fair Credit Reporting Act, a copy of the report and a summary of your rights under the Fair Credit Reporting Act will be provided as well as any other documents required by law.

#### **1-04 Employee Relations**

Superior believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that Superior amply demonstrates its commitment to employees by responding effectively to employee concerns.

#### **1-05 Business Ethics and Conduct**

The successful business operation and reputation of SESS are built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and the letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of SESS is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to SESS, its customers, and its shareholders to act in a way that will merit the continued trust and confidence of the public.

SESS will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Director of Operations for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every SESS employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

#### **1-06 Personal Appearance**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image that Superior presents to the community.

During business hours or when representing Superior along with Salt and Scents, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards.

Your supervisor is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels that your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstances, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance.

### **1-07 Personal Relationships in the Workplace**

A “personal relationship” is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.

An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for or supervise the employee with whom he or she is involved.

Superior along with Salt and Scents reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

When a conflict or the potential for conflict arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment, or terminated from employment. If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the department director or manager.

When a conflict or a potential for conflict affecting terms or conditions of employment arises because of the relationship, the individuals concerned will be given the opportunity to decide who is to be transferred to another position, or terminated, if no position is available. If no decision is made within 30 calendar days of the offer to resolve the situation, Superior along with Salt and Scents will determine who is to be transferred or, if necessary, terminated from employment.

### **1-08 Conflicts of Interest**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which SESS wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of SESS’s business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of SESS as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which SESS does business, but also when an employee or relative receives any

kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving SESS.

### **1-09 Non-Disclosure**

The protection of confidential business information and trade secrets is vital to the interests and the success of SESS. By continuing employment with SESS, employees agree that they will not disclose or use any of SESS's confidential information, either during or after their employment. SESS sincerely hopes that its relationship with its employees will be long-term and mutually rewarding. However, employment with SESS assumes an obligation to maintain confidentiality, even after an employee leaves SESS's employ. Such confidential information includes, but is not limited to, the following examples:

- acquisitions
- compensation data
- computer processes
- computer programs and codes
- customer lists
- customer preferences
- financial information
- investments
- labor relations strategies
- marketing strategies
- new materials research
- partnerships
- pending projects and proposals
- proprietary production processes
- research and development strategies
- scientific data
- scientific formulae
- scientific prototypes
- technological data
- technological prototypes

Certain employees may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information. This document and the operations manual along with all other manuals written by SESS are proprietary. As such, unauthorized distribution of any of our manuals without written consent may result in disciplinary action up to and including termination, and possible legal action.

### **1-10 Access to Personnel Files**

Superior maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, résumé, records of training, documentation of performance appraisals and salary increases, and other employment records. Personnel files are the property of Superior along with Salt and Scents and access to the information they contain is restricted. Generally, only supervisors and management personnel of SESS, who have a legitimate reason to review information in a file, are allowed to do so.

Employees who wish to review their own file should contact the Director of Operations. With reasonable advance notice, employees may review their own personnel files in Superior's offices and in the presence of an individual appointed by SESS to maintain the files.

### **1-11 Personal Data Changes**

It is the responsibility of each employee to promptly notify Superior along with Salt and Scents of any changes in personal data. Personal mailing addresses, telephone numbers, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personal data has changed, notify your supervisor.

### **2-01 Introductory Period**

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Superior along with Salt and Scents uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or Superior may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If Superior determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

### **2-02 Safety**

To assist in providing a safe and healthy work environment for employees, customers, and visitors, SESS has established a workplace safety program. This program is a top priority for SESS. The Director of Operations has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all. Refer to Chapter Two in the Operations Manual for greater detail.

SESS provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, e-mail, memos, or other written communications.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or bring them to the attention of the Director of Operations. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

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

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Director of Operations or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

### **2-03 Attendance and Punctuality**

To maintain a safe and productive work environment, SESS & SLP expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on Superior & Himalayan Salt & Scents. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Employee schedules are visible on the ADP system when punching in and out. Part time personnel need to pay extra attention to the schedule since it can fluctuate week to week. Any absences or request for a change in schedule must go through the Scheduler (Currently Trish). The Scheduler will notify your Supervisor. The schedule for the week following the current week is considered fixed and if an employee misses working the assigned schedule they are considered absent. Three tardies will also be considered an absence. **Anyone clocking in ten minutes past their start time will be considered tardy.** The schedule is planned for 4 weeks or more in advance which gives employees the chance to request changes in weeks beyond the following week schedule.

Employees wishing to take time off will need to fill out a Time Off Request form at least two weeks prior and put the vacation request in Shift Planning. Once the form is filled out it needs to be submitted to the office for approval. Once approval has been received the scheduler will approve it in Shift Planning. Vacations will be noted on the weekly schedule. No more than two employees can be off at the same time.

Absences that are multiple days in a row or are a series of appointments will be considered as one (1) absence. Any absence beyond three (3) days for illness will require a doctor's slip to return to work.

After three (3) absences in a 12 month period an employee will need to meet with their Supervisor and a verbal warning will be issued. Absences beyond five (5) will receive a written warning, and (7) in a 12 month period may result in termination.

Consideration will be given for absences that qualify as FMLA (Family Medical Leave). These arrangements have to be made formally by meeting with your Supervisor and filling out the proper paperwork. See <https://www.dol.gov/whd/fmla/forms.htm>

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### **2-04 Emergency Closings**

At times, emergencies such as severe weather, fires, power failures, earthquakes or other natural disasters may disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. In such cases efforts will be made to contact personnel scheduled to work. Employees are not paid for time lost for company closings due to emergency conditions. Employees may request available paid leave time such as unused vacation benefits.

In cases where an emergency closing is not authorized, employees are expected to report for work. There are circumstances that may not make this possible and employees are expected to call their Supervisor to notify them of your situation.

### **2-05 Jury Duty**

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either SESS or the employee may request an excuse from jury duty if, in SESS's judgment, the employee's absence would create serious operational difficulties.

### **2-06 Bereavement Leave**

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. SESS defines "immediate family" as the employee's spouse, parent or step-parent, child or step-child, grandparents, grandchild, or sibling

### **3-01 Performance Evaluation**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance evaluations may be conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

### **3-02 Job Descriptions**

Superior along with Salt and Scents maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee. The hiring manager prepares job descriptions when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in position duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Discuss with your supervisor if you have any questions or concerns about your job description.

### **3-03 Paydays**

All employees are paid weekly by the Thursday of the week following the week worked. The work week is from Friday to Thursday.

### **3-04 Workers' Compensation Insurance**

SESS provides a comprehensive workers' compensation insurance program at no cost to employees, pursuant to law. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

### **3-05 Administrative Pay Corrections**

SESS takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Human Resources Department so that corrections can be made as quickly as possible.

### **3-06 Pay Deductions and Setoffs**

The law requires that SESS make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. SESS also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." SESS matches the amount of Social Security taxes paid by each employee.

SESS offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Pay setoffs are pay deductions taken by SESS, usually to help pay off a debt or obligation to SESS or others. If you have questions concerning why deductions were made from your paycheck or how they were calculated, your Supervisor can assist in having your questions answered.

### **3-07 Progressive Discipline**

The purpose of this policy is to state Superior's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels. Although employment with Superior and Salt and Scents is based on mutual consent and both the employee and Superior have the right to terminate employment at will, with or without cause or advance notice, Superior may use progressive discipline at its discretion. Disciplinary action may call for any of four steps—verbal warning, written warning, suspension with or without pay, or termination of employment—depending on the severity of the problem and the number of occurrences.

### **3-08 Employment Termination**

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

- Resignation—voluntary employment termination initiated by an employee. Absence from work for three (3) consecutive days without notifying management or the Human Resources Department will be considered a voluntary resignation.
- Discharge—involuntary employment termination initiated by the organization.

- Layoff—involuntary employment termination initiated by the organization because of an organizational change.
- Retirement—voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Superior and Salt and Scents will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to Superior, or return of Superior-owned property. Suggestions, complaints, and questions can also be voiced.

Nothing in this policy is intended to change the company's at-will employment policy. Since employment with Superior is based on mutual consent, both the employee and Superior have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

### **3-09 Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with Superior. Advance notice is not required, Superior along with Salt and Scents requests at least two weeks written notice of resignation from nonexempt employees and two weeks written notice of resignation from exempt employees.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits

### **3-10 Work Schedules**

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

### **3-11 Meal Periods**

Supervisors will schedule meal periods to accommodate operational requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. Due to the nature of our business there are times between customers and task that employees have time that can be idle. All employees will still need to clock out for any personal business including, calls, texting, emails, or use of internet. An exception is made for personnel in a Mgmt. role that often have calls, text, and email on their personal phone during and after work hours for business.

### **4-01 Use of Phone and Mail Systems**

Personal use of the telephone for long-distance calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse Superior and Salt and Scents for any charges resulting from their personal use of the telephone. To ensure effective telephone communications, employees should always use the approved greeting ("Good Morning (or Afternoon this is *your name*") and speak in a courteous and professional manner. Occasional use of the work email for personal messages is permitted within reasonable limits. Superior cannot guarantee the privacy of the email system except to the extent required by law.

### **4-02 Cell phone and internet usage**

Company employees are expected to use the Internet (any other computer programs) responsibly and productively. Internet access is limited to job-related activities only and personal use is not permitted.

While at work, employees are expected to exercise common sense with the usage of their cell phones. Excessive personal calls, texting during work time will result in a disciplinary action. Do not take cell phone calls or texting while working with a customer.

#### **4-03 Visitors in the Workplace**

To provide for the safety and security of employees and the facilities at SESS, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. All visitors should enter SESS at the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. If an unauthorized individual is observed on SESS premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

#### **4-04 Business Expenses & Service Agreements**

Only authorized persons may purchase supplies in the name of SESS. No employee whose regular duties do not include purchasing may incur any expense on behalf of SESS. Employees issued a credit card must fill out a weekly credit card log. All original receipts must be attached. The credit card will only be used for authorized company expenses. Improper use of the credit card will be subject to disciplinary action, up to and including termination of employment.

No one except the owner is authorized to sign any type of service contract. (Example: uniform rental agreements, trash services etc.)

#### **4-05 Life-Threatening Illnesses in the Workplace**

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS often wish to continue their normal pursuits, including work, to the extent allowed by their condition. SESS supports these endeavors as long as the employees are able to meet acceptable performance standards. As in the case of other disabilities, SESS will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. SESS will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Director of Operations for information and referral to appropriate services and resources.

#### **4-06 Workplace Violence Prevention**

SESS is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, SESS has adopted the following guidelines to

deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on the premises of SESS without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening. SESS will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

SESS encourages employees to bring their disputes or differences with other employees to the attention of their supervisors before the situation escalates into potential violence.

#### **4-07 Sexual and Other Unlawful Harassment**

Superior along with Salts and Scents is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual’s sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation. All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation. Anyone engaging in sexual or other unlawful behavior will be subject to disciplinary action, up to and including termination of employment.

#### **4-08 Return of Property**

Employees are responsible for all SESS property, materials, or written information issued to them or in their possession or control. Employees must return all SESS property immediately upon request or upon termination of employment. Where permitted by applicable laws, SESS may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. SESS may also take all action deemed appropriate to recover or protect its property. Employees will be responsible for any lost or damaged items.

#### **4-09 Security Inspections**

SESS wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, SESS prohibits the possession, transfer, sale, or use of such materials on its premises. SESS requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of SESS. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of SESS at any time, either with or without prior notice.

#### **4-10 Solicitation**

In an effort to ensure a productive and harmonious work environment, persons not employed by SESS may not solicit or distribute literature in the workplace at any time for any purpose.

SESS recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

Examples of impermissible forms of solicitation include:

- The collection of money, goods, or gifts for community, religious, political, or charitable groups.
- The sale of goods, services, or subscriptions outside the scope of official organization business
- The circulation of petitions
- The distribution of literature in working areas at any time
- The solicitation of memberships, fees, or dues

In addition, the posting of written solicitations on company bulletin boards and solicitations by e-mail are restricted. Company bulletin boards display important information; employees should consult them frequently for:

- Affirmative Action statement
- Employee announcements
- Workers' compensation insurance information
- State disability insurance/unemployment insurance information

If employees have a message of interest to the workplace, they may submit it to the Director of Operations for approval. All approved messages will be posted by the Director of Operations.

#### **4-11 Problem Resolution**

SESS is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from SESS supervisors and management.

SESS strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with SESS in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. The employee presents the problem to his or her immediate supervisor after the incident occurs. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee may present the problem to the Director of Operations or the President/CEO.
2. The supervisor responds to the problem during discussion or after consulting with appropriate management, when necessary. The supervisor documents this discussion and works to resolve the issue.
3. The employee presents the problem to the Director of Operations if the problem is unresolved.
4. The Director of Operations counsels and advises the employee, assists in putting the problem in writing, and visits with the employee's manager(s).

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussing mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

#### **4-12 Immigration Law Compliance**

Superior is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Superior within the past three years or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration law issues are encouraged to contact the Department Manager. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

#### **5-01 Smoking and Tobacco Use Policy**

Due to insurance and fire marshal requirements, smoking is prohibited throughout the workplace. This policy applies equally to all employees, customers, and visitors. Smoking is prohibited within 100 ft of any gasoline, fuel or oil bulk storage container. No smoking of any kind is permitted inside any SESS office or building. Smoking may take place only in designated smoking areas outside SESS facilities. Smoking breaks for anyone working in any of our buildings is limited to the lunch

periods taken off site. There is no smoking permitted in SESS'S trucks or equipment, or on company property.

### **5-02 Drug and Alcohol Use**

The Company's policy is that during working hours and at all times while on work premises employees must be free from the influence of drugs or alcohol or consuming alcohol or illegal drugs or abuse any substance while at work. Superior has a zero tolerance. Random drug testing can and will take place. Smoking is not permitted on the premises.

Licensed CDL drivers will be subject to the provisions listed in our FMCSA DRUG AND ALCOHOL PROGRAM manual.

All employees will be subject to our company Drug and Alcohol Program as follows.

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## **DRUG AND ALCOHOL POLICY**

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### **INTRODUCTION:**

It is the policy of SUPERIOR EXCAVATING SOILS & SERVICES, LLC (COMP ANY) to provide a safe working environment for all employees, and to continue the tradition of the highest standard of quality in products and services. These goals mandate that this COMPANY establish a firm policy against drug and alcohol abuse in the workplace. Our goal is to eliminate the abuse, not to eliminate the abuser. Our goal is to help, not to apprehend.

### **PRE-EMPLOYMENT SCREEN POLICY:**

As a final step in the employment process, all applicants who are conditionally considered for employment and those former employees who are to be reinstated for employment after lay-off or a leave absence will be required to submit to a drug screen test. Any employee who is transferred to a department where drug testing is required, will be required to have testing performed. Any employee who is promoted to a department where drug testing is required and has a positive drug test will have any promotion withdrawn. Rehabilitation will be offered. If the employee refuses to consent to the test, employment will be denied. If the test is positive, employment will be denied.

### **GENERAL POLICY:**

The following rules represent the COMPANY'S policy concerning substance abuse and will be enforced uniformly with respect to all employees, as indicated:

1. All employees are prohibited from being under the influence of alcohol or illegal drugs during work hours. The sale, possession, transfer or purchase of illegal drugs on COMPANY property or while performing COMPANY business is strictly prohibited.
2. Such action will be reported to the appropriate law enforcement officials. The use, sale or possession of an illegal drug or controlled substance while on duty is cause for termination. Any employee who commits an unlawful act on or off COMPANY premises or whose conduct discredits the COMPANY in any way will be subjected to discipline including termination.
3. No alcohol beverage will be brought or consumed in/on COMPANY property/job site. Employees may be tested for alcohol, post accident, random, and probable cause at the discretion of the COMPANY. Anyone testing above .02 blood alcohol content will be considered positive.

4. No prescription drug will be brought on COMPANY premises by anyone other than the one for whom it is prescribed. Such drugs will be used only in the manner of combination and quantity prescribed.
5. Any employee whose off-duty abuse of alcohol or illegal or prescription drugs results in absenteeism or tardiness, or is the cause of an accident or poor work, will be subject to termination.
6. No employee may drive a company vehicle within 4 hours of ANY alcohol consumption, or with any measurable alcohol in their system.
7. As a condition of employment, the employee will abide by the terms stated previously and will notify the COMPANY within five (5) days of any drug-related conviction. The COMPANY will subject the employee to the same disciplinary procedures as those employees who test positive under drug screening procedures.

**THE PURPOSES OF THE POLICY SET FORTH ABOVE ARE:**

1. To establish and maintain a safe and healthful working environment for all employees;
2. To ensure the reputation of the COMPANY and its employees within the community and industry at large;
3. To reduce the number of accidental injuries to person or property;
4. To reduce absenteeism, tardiness and improve productivity.

**WHEN TESTING WILL OCCUR:**

All employees will be required to submit to a drug screen test as a condition of employment under the following circumstances:

- 1) Each employee will be tested for drugs and alcohol:
  - a) after a work-related accident;
  - b) if the employee has been observed using a suspected prohibited substance on the job;
  - c) if the employee exhibits a severe and prolonged reduction in productivity; or
  - d) if the COMPANY has other reasonable cause for testing the employee.

COMPANY may perform baseline testing on all employees, crew or shift at any time.

1. If an accident occurs that causes \$500.00 or more in property damage or personal injury, that employee must be tested if the accident occurs during work hours or in a COMPANY vehicle. The test should be done as soon as possible. Any employee involved in an accident, but not injured may be tested at the discretion of the COMPANY.
2. The COMPANY may at its discretion conduct random drug testing of employees at any time with or without cause or suspicion in order to assure compliance with its drug-free work place policy.
3. An employee returning from a leave of absence may be required to do a retest.
4. An employee who alters his or her specimen, fails, or refuses to submit to testing when requested will be subject to disciplinary action including termination.

**EMPLOYEE TESTING POSITIVE:**

Any employee who tests positive is subject to immediate disciplinary action including termination but may be allowed to continue employment on a conditional basis on the following terms:

1. The employee agrees to participate in counseling in a certified rehabilitation program and successfully completes the program.
2. The employee agrees to remain drug and alcohol free during the conditional employment period.
3. The employee agrees to routine, periodic, and unscheduled drug screen and alcohol tests to ensure that the employee remains drug and alcohol free. The cost of a rehabilitation program and any subsequent drug tests will be borne by the employee. A second positive test will be grounds for immediate termination.

### **PRESCRIPTION DRUGS:**

Employees taking prescription drugs must adhere to the following procedure:

1. If you are taking any prescription medication that may affect your ability to perform your duties and work responsibilities, you must notify the immediate supervisor prior to the commencement of the work shift. Warning labels normally appear on the prescription bottle and state exactly what, if any, side effects there may be. As an example and not meant as a limitation, "may cause drowsiness," "may cause dizziness," "may cause periodic nausea," "use caution while operating machinery," "use caution when driving," or any other warning, caution, or description of side effects that will affect your ability to perform your work duties must be disclosed before you begin your work shift so that your work responsibilities may be assigned or reassigned to take into account your medical condition. **YOU ARE NOT REQUIRED TO STATE THE NAME OF THE MEDICATION, THE DOCTOR WHO PRESCRIBED IT, OR THE REASON IT HAS BEEN PRESCRIBED**, in accordance with the Patient Privacy Laws under Health Insurance Portability and Accountability Act (HIPAA), and all applicable Indiana Privacy Laws.
2. The only time that you may be asked to identify what medication(s) you are taking is during reasonable assessment of a serious reaction to the medication, during medical treatment for an accident or injury, or for purposes of determining what medication was prescribed to you after a drug or alcohol test has been performed and a positive result would require reprimand or disciplinary action. At that time, you will be asked privately by the testing agent or agency what, if any, prescription medication you are currently taking, and you will be required to show proof that the prescription medication was prescribed to you.
3. The medication must be in the original prescription container with no more than the necessary dosage required for the work shift. Your pharmacist will provide you with an extra empty bottle upon request so that you will not be susceptible to criminal charges for transporting medication in a non-prescribed container.
4. Failure to abide by the provisions of this section on prescription drugs shall subject the employee to disciplinary action including termination.

### **DRUG AND ALCOHOL ADDENDUM**

All employees of SUPERIOR EXCAVATING SOILS & SERVICES, LLC who test positive for drugs and/or alcohol, which includes pre-employment, probable cause, random and post accident, will pay for any additional test including any Gas chromatography-mass spectrometry (GCMS)

confirmation testing. All employees who request split specimens be forwarded to another lab will be responsible for the cost.

Turn in next two pages to your Supervisor or the Central Sales Desk.

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, Employee or Contractor (hereinafter referred to as the “Employee”) with **Superior Excavating Soils and Services LLC** located in Warsaw, IN (hereinafter referred to as the “Company”).

The Company is the owner of certain information (the “Confidential Information” as hereinafter defined); and the Company is willing to disclose to the Employee the Confidential Information for the purpose of enabling the Employee to make informed decisions to fulfill their job responsibilities and promote the Company’s business. In consideration of the covenants and agreements hereinafter contained and other good and valuable consideration the receipt and sufficiency of which is hereby admitted, the Employee hereto agrees as follows:

1. The expression “Confidential Information” as used in this Agreement shall include without limitation all financial and other information concerning the Company, its personnel, its assets and its operations, all documentation and any copies thereof relating to the Confidential Information, whether in oral, written, graphic or electronic form provided to Employee by the Company and/or its representatives. Confidential Information shall not be deemed to include information that is:
  - a. public knowledge or becomes generally available to the public other than as a result of a disclosure by Employer;
  - b. becomes available to Employee, on a non-confidential basis, from a source (other than the Company or its agents) that is not bound by a confidentiality agreement with the Company;
  - c. is in the Employee’s possession prior to the disclosure by the Company; or
  - d. is developed independently by the Employee without the use of the Confidential Information.
  - e. The Employee acknowledges that the Confidential Information is confidential and a valuable asset of the Company and is and at all times shall remain the exclusive property of the Company.
  - f. The Employee shall keep confidential and not disclose, divulge or provide to any person the Confidential Information without the Company’s prior written consent; provided however, that such information may be disclosed if such disclosure is required by operation of law and Potential Buyer will notify the Company of such required disclosure.
  - g. Within 10 business days of receiving written notice from the Company, the Employee shall destroy or return all Confidential Information to the Company and shall not retain any copies or records of such Confidential Information.
  - h. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Employee hereto has executed this Agreement.

\_\_\_\_\_ **(Employee signature)**

Print Name \_\_\_\_\_ Date \_\_\_\_\_

I acknowledge that this Employee Handbook is neither a contract of employment nor a legal document. I have received the Employee Handbook and I understand that it is my responsibility to read and comply with the policies contained in this Employee Handbook and any revisions made to it.

Employee's Name (printed): \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Turn in signed pages to your Supervisor or the Central Sales Desk.