

TURTLE & HUGHES, INC.
EMPLOYEE HANDBOOK

WELCOME TO TURTLE & HUGHES!

Starting a new job is exciting, but at times can be overwhelming. This employee handbook has been developed to help you get acquainted and answer many of your initial questions.

As an employee of Turtle & Hughes, the importance of your contribution cannot be overstated. Our goal is to provide the finest-quality products to customers and to do this more efficiently and economically than our competitors. By satisfying our customers' needs, they will continue to do business with us and will recommend us to others.

You are an important part of this process for your work directly influences our company's reputation.

This employee handbook explains our personnel policies and benefits, and the specific opportunities and responsibilities that exist for you within our company. In an effort to be responsive to the needs of a growing organization, changes or additions to this handbook will be made when necessary. We will keep you informed when these changes are made.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Suzanne T. Millard
President

TABLE OF CONTENTS

SECTION 1: THE WAY WE WORK

A WORD ABOUT THIS HANDBOOK..... 1
EQUAL EMPLOYMENT OPPORTUNITY 2
AMERICANS WITH DISABILITIES ACT 3
AIDS IN THE WORKPLACE 3
LIFE THREATENING ILLNESSES..... 4
A WORD ABOUT OUR EMPLOYEE
RELATIONS PHILOSOPHY 5
NON-HARASSMENT 6
SEXUAL HARASSMENT 8
CATEGORIES OF EMPLOYMENT 10
ANNIVERSARY DATE 11
DRIVER'S LICENSE/DRIVING RECORD..... 11
NEW EMPLOYEE ORIENTATION..... 12
IMMIGRATION REFORM AND
CONTROL ACT (I-9) 13
SUGGESTIONS AND IDEAS 13
TALK TO US..... 14

SECTION 2: YOUR PAY AND PROGRESS

RECORDING YOUR TIME..... 1
PAYDAY 1
PAYCHECK DEDUCTIONS 2
GARNISHMENT/CHILD SUPPORT 2
DIRECT DEPOSIT 2
JOB DESCRIPTIONS..... 3
PROMOTIONS AND TRANSFERS..... 3
PAY RAISES 3
OVERTIME 4

**SECTION 3: TIME AWAY FROM WORK AND
OTHER BENEFITS**

EMPLOYEE BENEFITS 1
HOLIDAYS..... 1
VACATION 2
SICK DAYS 3
JURY DUTY
 (CONNECTICUT EMPLOYEES)..... 4
JURY DUTY
 (NEW YORK EMPLOYEES) 5
JURY DUTY
 (ALL OTHER EMPLOYEES) 5
VOTING LEAVE
 (NEW YORK EMPLOYEES) 6
VOTING LEAVE
 (TEXAS EMPLOYEES) 6
MILITARY LEAVE 7
BEREAVEMENT 7
MEDICAL INSURANCE 8
DENTAL INSURANCE 9
COBRA 10
LIFE INSURANCE 11
FEDERAL FAMILY AND MEDICAL LEAVE 12
SHORT-TERM DISABILITY INSURANCE
 (NEW JERSEY EMPLOYEES)..... 17
SHORT-TERM DISABILITY BENEFITS
 (NEW YORK EMPLOYEES) 19
SHORT-TERM DISABILITY INSURANCE
 (ALL OTHER EMPLOYEES) 21
MATERNITY LEAVE
 (CONNECTICUT EMPLOYEES)..... 23
FAMILY LEAVE
 (NEW JERSEY EMPLOYEES)..... 24
LONG-TERM DISABILITY 25
SOCIAL SECURITY 25
UNEMPLOYMENT INSURANCE 26
WORKERS' COMPENSATION 26
401(K) QUALIFIED RETIREMENT PLAN 27

PROFIT-SHARING PLAN	27
TUITION ASSISTANCE PROGRAM.....	28
CREDIT UNION.....	28
COMPANY DISCOUNTS	28

SECTION 4: ON THE JOB

ATTENDANCE AND PUNCTUALITY.....	1
WORKWEEK.....	1
MEAL TIME	2
WORK ASSIGNMENTS	2
CONTACT WITH THE COMPANY.....	2
BREAKS	3
ON THE JOB TRAINING.....	3
STANDARDS OF CONDUCT	4
COMPUTER SOFTWARE LICENSING	5
CUSTOMER AND PUBLIC RELATIONS	6
SOLICITATION AND DISTRIBUTION.....	6
CHANGES IN PERSONAL DATA.....	7
PROTECTING COMPANY INFORMATION.....	7
CONFLICT OF INTEREST/CODE OF ETHICS	8
CARE OF EQUIPMENT	8
COMPANY VEHICLES.....	9
TRAVEL/EXPENSE ACCOUNTS	9
PERSONAL PROPERTY	10
VISITORS.....	10
SEVERE WEATHER	10
PERSONAL TELEPHONE CALLS.....	11
ELECTRONIC MAIL MONITORING.....	12
VOICE MAIL MONITORING.....	13
INTERNET USAGE	14
DRESS POLICY	14
RECYCLING AND WASTE PREVENTION.....	15
REFERENCE CHECKS	15
OUTSIDE EMPLOYMENT	16
PARKING.....	16
BULLETIN BOARD.....	16
LUNCHROOM	17
IF YOU MUST LEAVE US.....	17

SECTION 5: SAFETY IN THE WORK PLACE

EACH EMPLOYEE'S RESPONSIBILITY	1
WORKPLACE SEARCHES.....	2
WORKPLACE VIOLENCE	3
GOOD HOUSEKEEPING.....	4
SMOKING IN THE WORKPLACE.....	4
CONCEALED WEAPONS.....	4
SUBSTANCE ABUSE	5

THE WAY WE WORK

A WORD ABOUT THIS HANDBOOK

The policies outlined in this booklet should be regarded as management guidelines only, which in a developing business will require changes from time to time. The company retains the right to make decisions involving employment as needed. This handbook supersedes and replaces all prior handbooks, policies, procedures and practices of the company.

This employee handbook also describes the current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The employee handbook and other plan documents are not contractual in nature and do not guarantee any continuation of benefits.

Our company abides by employment-at-will, which permits the company or the employee to terminate the employment relationship at any time, for any reason, with or without notice. Neither the policies contained in this employee handbook, nor any other written or verbal communication, are intended to create a contract of employment for any specified period of time or a warranty of benefits. The policies contained in this handbook may be added to, deleted, or changed by the company in its sole discretion, except that we will not modify our policy of employment-at-will in any case.

EQUAL EMPLOYMENT OPPORTUNITY

Our company is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis including, but not limited to: veteran status, race, color, religion, sex, marital status, national origin, physical or mental disability and/or age.

In addition to the above, sexual orientation, ancestry, present or past history of mental disorder, mental retardation or physical disability, including but not limited to blindness, pregnancy, childbearing, capacity, sterilization, fertility or related medical condition and smoking or the use of tobacco products outside the course of employment are protected classes in Connecticut.

Creed, pregnancy, affectional or sexual orientation, ancestry, atypical hereditary cellular or blood trait, liability for service in the armed forces, familial status, smoking or other use of tobacco products, nationality and genetic information or refusing to submit to a genetic test or make available the results of a genetic test to an employer are protected classes in New Jersey.

Creed, arrest records, genetic predisposition or carrier status and participation in lawful activities outside the workplace are protected classes in New York.

Pregnancy, childbirth and related medical conditions and genetic information or refusal to submit to a genetic test are protected classes in Texas.

You may discuss equal employment opportunity related questions with your manager or any other member of management.

AMERICANS WITH DISABILITIES ACT

Our company is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation where appropriate. In general, it is your responsibility to notify your manager of the need for an accommodation. Upon doing so, your manager may ask you for your input or the type of accommodation you believe may be necessary, or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals.

AIDS IN THE WORKPLACE

We will not discriminate against any employee on the grounds that (s)he has AIDS, has tested positive for HIV or AIDS-related complex, or has been suspected or perceived of having AIDS. Such discrimination is not permitted in hiring, firing, promoting, demoting, transferring, job assigning, compensating or any other employment-related decision.

In the event an AIDS-afflicted employee becomes disabled as a result of his/her disease, (s)he will be treated consistently with our benefits policies.

LIFE THREATENING ILLNESSES

Employees occasionally develop serious or life threatening illnesses. Our company is committed to supporting such employees' efforts to continue their normal pursuits, including working. When necessary and where required by law, the company will provide reasonable accommodations to otherwise qualified individuals with disabilities, including employees with serious or life threatening illnesses. All employees, including employees with serious or life threatening illnesses, must maintain acceptable performance standards.

An employee's medical information is confidential. Disclosure of employee medical information is restricted to limited situations where a manager or supervisor has a job-related reason to know it. Employees who disclose employee medical information without proper authorization will be subject to disciplinary action, up to and including discharge.

Employees with questions or concerns about life threatening illnesses are encouraged to contact their manager for information and referral to appropriate services and resources.

A WORD ABOUT OUR EMPLOYEE RELATIONS PHILOSOPHY

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

NON-HARASSMENT

We prohibit harassment of one employee by another employee, supervisor, or a third party for any reason including, but not limited to: veteran status, race, color, religion, marital status, national origin, physical or mental disability, age and/or sex. Harassment of third parties by our employees is also prohibited.

In addition to the above, sexual orientation, ancestry, present or past history of mental disorder, mental retardation or physical disability including, but not limited to, blindness, pregnancy, childbearing capacity, sterilization, fertility or related medical condition and smoking or use of tobacco products outside the course of employment are protected classes in Connecticut.

Creed, pregnancy, affectional or sexual orientation, ancestry, atypical hereditary cellular or blood trait, liability for service in the armed forces, familial status, smoking or other use of tobacco products, nationality and genetic information or refusing to submit to a genetic test or make available the results of a genetic test to an employer are protected classes in New Jersey.

Creed, arrest records, genetic predisposition or carrier status and participation in lawful activities outside the workplace are protected classes in New York.

Pregnancy, childbirth and related medical conditions and genetic information or refusal to submit to a genetic test are protected classes in Texas.

The purpose of this policy is not to regulate the personal morality of employees. It is to assure that in the workplace, no employee harasses another for any reason.

While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes and teasing.

Any employee who feels that (s)he is a victim of such harassment should immediately report the matter to your manager or any other member of management. Our company will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee who reports or participates in the investigation of a violation of this policy. Violations of this policy are not permitted and may result in disciplinary action, up to and including discharge.

SEXUAL HARASSMENT

We firmly prohibit sexual harassment of any employee by another employee, supervisor, or a third party. Harassment of third parties by our employees is also prohibited. The purpose of this policy is not to regulate the morality of employees. It is to assure that in the workplace, no employee is subject to sexual harassment. While it is not easy to define precisely what sexual harassment is, it includes: unwelcome sexual advances, requests for sexual favors and/or verbal or physical conduct of a sexual nature including, but not limited to, sexually-related drawings, pictures, jokes, teasing, uninvited touching or other sexually related comments.

Sexual harassment of an employee will not be tolerated. Violations of this policy may result in disciplinary action, up to and including discharge. There will be no adverse action taken against employees who report violations of this policy or participate in the investigation of such violations.

Any employee who feels that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated.

1. Any employee who believes that (s)he is a victim of sexual harassment should report the act immediately to your manager. If you prefer not to discuss the matter with your manager, you may contact any other member of management.
2. The company will investigate every reported incident immediately. Any employee, supervisor or agent of the company who has been found to have sexually harassed another employee may be subject to appropriate disciplinary action, up to and including immediate discharge.
3. The company will conduct all investigations in a discreet manner. The company recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation can have. We trust that all employees will continue to act responsibly.
4. The reporting employee and any employee participating in any investigation under this policy have the company's assurance that no reprisals will be taken as a result of a sexual harassment complaint. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

CATEGORIES OF EMPLOYMENT

INTRODUCTORY PERIOD: Full-time and part-time employees are on an introductory period during their first 90 days of employment.

During this period of time, you will be able to determine if your new job is suitable for you, and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time thereafter.

FULL-TIME EMPLOYEES regularly work a 40-hour workweek and are eligible for our fringe benefits package in accordance with their position and length of employment.

PART-TIME EMPLOYEES work less than 40 hours each week and are eligible for statutory benefits only.

SEASONAL EMPLOYEES are hired to perform a specific job for a specified period of time, normally less than one year. These employees are eligible for statutory benefits only.

PER DIEM EMPLOYEES do not work regularly scheduled hours, but are called in to work on an as-needed basis. Per diem employees are eligible for statutory benefits only.

Statutory benefits are mandated by federal, state or local law and include Social Security, Workers' Compensation insurance and unemployment compensation insurance.

In addition to the preceding, employees are also categorized as "exempt" or "non-exempt".

NON-EXEMPT EMPLOYEES - Pursuant to the Fair Labor Standards Act (FLSA) and applicable state laws, non-exempt employees are entitled to overtime pay for all hours worked in excess of 40 hours per week.

EXEMPT EMPLOYEES - Pursuant to the Fair Labor Standards Act (FLSA) and applicable state laws, exempt employees are those who perform administrative, professional, supervisory or managerial responsibilities or those who are considered outside sales personnel. **Exempt employees are not entitled to overtime pay, and are not subject to certain deductions to their weekly salary under the company's policies.**

Upon hire, your supervisor will notify you of your employment classification.

ANNIVERSARY DATE

The first day you report to work will be recorded in company records as your anniversary date. This date is used to calculate many different company benefits. If you have any questions regarding your anniversary date, please see your supervisor.

DRIVER'S LICENSE/DRIVING RECORD

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to our insurer. Changes in your driving record must be reported to the human resources department immediately. Violations of this policy may result in immediate termination of your employment.

NEW EMPLOYEE ORIENTATION

Upon joining our company, you were given this copy of our employee handbook. After reading this employee handbook, please sign the receipt page and return it to your supervisor. You will be asked to complete personnel, payroll and benefit forms.

If you lose your employee handbook or if it becomes damaged in any way, please notify your supervisor as soon as possible to obtain a replacement copy.

Your supervisor is responsible for the operations of your department. (S)he is a good source of information about the company and your job.

IMMIGRATION REFORM AND CONTROL ACT (I-9)

In compliance with the Federal Immigration Reform and Control Act of 1986 (IRCA), as amended, our company is committed to employing only individuals who are authorized to work in the United States.

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. I-9 forms must be completed within three business days of hire. When a new hire has presented evidence that required documents have been requested from appropriate government agencies, federal law permits the individual 90 days to produce the appropriate documents.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

SUGGESTIONS AND IDEAS

We are always interested in your constructive ideas and suggestions for improving our operations. Your suggestions should be submitted in writing to the branch manager.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.

TALK TO US

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so the problem can be settled by examination and discussion of the facts. We hope your supervisor is able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with the branch manager. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the president.

Your suggestions and comments on any subject are important and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other supervisor with whom you feel comfortable.

YOUR PAY AND PROGRESS

RECORDING YOUR TIME

Non-exempt employees must record their hours on a time clock. Your time card should be punched at the beginning and end of your shift. Do not punch your card more than five minutes before the beginning or after the end of your shift without special management approval. You are expected to work until the end of your shift. Do not punch the card of another employee under any circumstances. Submitting inaccurate time cards could lead to disciplinary action, up to and including termination.

All employees subject to this policy are required to accurately record all time worked.

For payroll purposes, the workweek starts on Saturday and ends on Friday.

PAYDAY

You will be paid biweekly on Friday for the period which has ended on that day. If a payday falls on a nonworking day, employees will be paid the preceding workday. Any overtime or hours short, will be paid in the next paycheck.

Please review your paycheck for errors. If you find a mistake, report it to your supervisor immediately. Your supervisor will assist you in taking the steps necessary to correct the error.

PAYCHECK DEDUCTIONS

The company is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

If you have any questions, please see your supervisor.

GARNISHMENT/CHILD SUPPORT

When an employee's wages are garnished by a court order, our company is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our company will, however, honor federal and state guidelines which protect a certain amount of an employee's income from being subject to garnishment.

DIRECT DEPOSIT

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

JOB DESCRIPTIONS

The company maintains a job description for each position in the company. The job description outlines the duties and/or responsibilities of the position. When the duties and the responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see your supervisor.

PROMOTIONS AND TRANSFERS

We believe that career advancement is rewarding for both the employee and the company. We will promote qualified employees to new or vacated positions whenever possible. In addition, your supervisor is available to discuss transfer opportunities with you.

Job openings may be posted in-house. If you are interested in applying for one of these positions, notify the supervisor of that department.

PAY RAISES

Depending upon your performance and our company's profitability, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance during the review period.

OVERTIME

There will be times when you will need to work overtime so that we may successfully meet the needs of our customers. Non-exempt employees must have all overtime approved in advance by their supervisor.

Non-exempt employees will be paid at a rate of time and one-half their regular hourly rate for hours worked over 40 in a week.

Double time is paid to non-exempt employees who are required to work on a company-designated holiday or on Sunday.

Only actual hours worked count toward computing weekly overtime.

**TIME AWAY FROM WORK AND OTHER
BENEFITS**

EMPLOYEE BENEFITS

Our company has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This employee handbook describes the current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The company reserves the right to modify its benefits at any time. We will keep you informed of any changes.

HOLIDAYS

Please refer to the attachment from your relevant branch for holidays to be observed during the year.

Full-time employees are eligible for paid holidays immediately upon hire.

Eligible employees are paid for the holiday only if the holiday falls on their regularly scheduled workday.

Non-exempt employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless they are absent with prior permission from their supervisor.

VACATION

Full-time employees are eligible for paid vacation time.

Vacation is calculated according to the calendar year.

Please refer to the attachment from your relevant branch for your vacation schedule.

Submit vacation requests in writing at least three months in advance to your supervisor. When possible, vacation requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling vacation times.

Vacation time cannot be carried over to the following year. Vacation pay is not granted in lieu of taking the actual time off.

No more than two weeks of vacation can be taken at one time without special management approval.

One week of vacation may be taken in one day increments each year.

Upon termination, eligible employees who have provided at least two weeks' advance notice of their resignation are paid for earned but unused vacation.

SICK DAYS

Full-time employees are eligible for paid sick days each year.

Sick days are calculated according to the calendar year.

Please refer to the attachment from your relevant branch for your sick day allotment.

Sick days cannot be carried over to the following year. Employees are not paid in lieu of taking the actual time off.

Employees are not paid for earned but unused sick days upon termination.

JURY DUTY (Connecticut Employees)

Employees who regularly work 30 hours or more each week that are summoned for jury duty receive their regular wages for the first five days. Thereafter, you will be granted an unpaid leave in order to serve.

All other employees summoned for jury duty will be granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your supervisor as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

JURY DUTY (New York Employees)

Employees who are summoned for jury duty will receive unpaid leave, except during the first three days of jury service, we will not withhold the first \$40 of your daily wages.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your supervisor as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

JURY DUTY (All Other Employees)

Employees summoned for jury duty are granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your supervisor as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

VOTING LEAVE (New York Employees)

Our company believes that every employee should have the opportunity to vote in a state or federal election, general primary or special primary. Any employee whose work schedule does not provide him/her four consecutive hours to vote while polls are open will be granted up to two paid hours to vote.

Notify your supervisor of the need for voting leave two to ten days before the election. When you return from voting leave, you must present a voter's receipt to your supervisor as soon as possible.

VOTING LEAVE (Texas Employees)

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him/her two consecutive hours to vote while polls are open will be granted reasonable time to vote. This time off will be paid.

Notify your supervisor of the need for voting leave as soon as possible. When you return from voting leave, you must present a voter's receipt to your supervisor as soon as possible.

MILITARY LEAVE

Employees who are required to serve in any branch of the Armed Forces of the United States or are engaged in state military service are given the necessary time off, without pay.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation may be used for this leave if the employee chooses. Military orders should be presented to your branch manager and arrangements for leave made as early as possible before a departure. Employees are required to give advance notice of their service obligations to the company unless military necessity makes this impossible. You must notify your branch manager of your intent to return to employment based on requirements of the law.

BEREAVEMENT

Full-time employees are eligible for three paid days for the death of an immediate family member. Members of the immediate family include spouses, parents, brothers, sisters, children, grandchildren, grandparents and parents-in-law.

Full-time employees are eligible for one paid day to attend the funeral of aunts, uncles, nieces and nephews.

Requests for bereavement leave should be made to your immediate supervisor as soon as possible.

MEDICAL INSURANCE

Eligible employees may participate in our medical insurance plan on the first of the month following their date of hire.

Full-time employees may enroll in either a single or a family contract on the first of the month after completing three months of employment. Information and enrollment forms may be obtained from the human resource administrator.

To assist you with the cost of this insurance, our company pays a portion of a single or a family contract. You are responsible for paying the balance through payroll deduction.

A booklet containing the details of the plan and eligibility requirements may be obtained from the human resource administrator.

Upon termination, you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state law. For more information, contact the human resource administrator.

DENTAL INSURANCE

Eligible employees may participate in our dental insurance plan.

Full-time employees may enroll in either a single or a family contract on the first of the month after completing one month of employment. Information and enrollment forms may be obtained from the human resource administrator.

The cost of this insurance is fully paid by the employee.

A booklet containing the details of the plan and the eligibility requirements may be obtained from the human resource administrator.

Upon termination, you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state law. For more information, contact the human resource administrator.

COBRA

You and your covered dependents will have the opportunity to continue medical (and/or dental and vision)* benefits for a period of up to 36 months under the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical (and/or dental and vision)* coverage for you and your covered dependents would otherwise end because:

- your employment terminates, for a reason other than gross misconduct;
- your employment status changes due to a reduction in hours;
- your child ceases to be a "dependent child" under the terms of the medical (and/or dental and vision)* plan;
- you become divorced or legally separated;
- you become entitled to Medicare; or
- you die.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

***COBRA applies to dental and vision care insurance only if dental and vision care insurance are offered.**

LIFE INSURANCE

Eligible employees may enroll in our company's group life insurance plan.

Full-time employees are eligible to enroll in this plan on the first of the month after completing one month of employment.

You must complete an insurance form and designate your beneficiary.

The cost of this insurance is shared between the company and the employee.

You also have the option of purchasing additional insurance through our group plan.

An Accidental Death & Dismemberment rider is included with this insurance plan. Accidental death benefits are paid in addition to your basic coverage benefits. Dismemberment benefits are paid according to a set schedule.

This is intended as a summary of benefits only. Additional information on this plan may be obtained from the human resource administrator.

FEDERAL FAMILY AND MEDICAL LEAVE

Eligible employees may take up to 12 weeks of unpaid family/medical leave within a 12-month period and be restored to the same or an equivalent position upon their return to work.

To be eligible for family/medical leave, you must have satisfied both of the following conditions:

- (1) Worked for the company for at least 12 months and for at least 1,250 hours in the past 12 months; and
- (2) At the time leave is requested either (a) worked at a worksite with 50 or more employees or (b) worked at a worksite with less than 50 employees if 50 or more employees are employed within 75 miles of the worksite.

Eligible employees may take family/medical leave for any of the following reasons:

- 1) The birth of your child and to care for such child;
- 2) The placement of a child with you for adoption or foster care and in order to care for the newly placed son or daughter;
- 3) To care for a spouse, your child or parent ("covered relations") with a serious health condition; and
- 4) Because of your own serious health condition that renders you unable to perform an essential function of your position.

Any leave due to the birth and care of a child or the placement of a child for adoption or foster care, and care of the newly placed child, must be completed within one (1) year of the date of birth or placement of the child.

If you request leave because of the birth, adoption or foster care placement of a child or to care for a covered relation with a serious health condition any accrued vacation, personal days or family leave must be used first as part of your family/medical leave.

If you request a leave because of your own serious health condition, or to care for a covered relation with a serious health condition, any accrued paid vacation, personal or family leave or medical/sick leave, if applicable, must be used first as part of your family/medical leave.

The substitution of paid leave time for unpaid time does not extend the 12-week leave period. Also, your family/medical leave may run concurrently with other types of leave.

During an approved family/medical leave, the company will maintain your health benefits under the same terms and conditions applicable to employees not on leave.

- If paid leave is substituted for unpaid family/ medical leave, the company will deduct your portion of the health plan premium as a regular payroll deduction.
- If your leave is unpaid, you must pay your portion of the premium by making arrangements with the human resource administrator.
- Your health coverage may cease if your premium payment is more than 30 days late. If your payment is more than 30 days late, we will send you a letter to this effect. If we do not receive your co-payment within 15 days of this letter, your coverage will cease.

If you elect not to return to work at the end of the leave for at least 30 calendar days, you will be required to reimburse the company for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or because of other circumstances beyond your control.

When spouses are employed by this company, they are entitled to a combined total of 12 weeks' leave: (1) for birth, adoption or foster care and in order to care for such a child; or (2) to care for a parent with a serious health condition. Each individual is entitled to 12 weeks' leave because of his/her own serious health condition or to care for the serious health condition of his/her child or spouse without counting leave time taken by the other spouse.

Leave due to a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If the leave is unpaid, the company will adjust your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced-schedule leave, the company may temporarily transfer you to an available alternate position that better accommodates your recurring leave and that has equivalent pay and benefits.

You must complete the appropriate family/medical leave forms. These forms are available from the human resource administrator.

If your need for family/medical leave is foreseeable, you must give 30 days' prior written notice. If this is not possible, you must give notice to your supervisor as soon as practicable (within one or two business days of learning your need for leave). Failure to provide such notice may be grounds for delay of leave. If your need is because of a planned medical treatment, attempt to schedule the treatment to avoid disrupting the company's operations.

Medical Certification For a Serious Health Condition

If you are requesting leave because of your own or a covered relation's serious health condition, the appropriate health care provider must supply medical certification. Obtain a medical certification form from the human resource administrator. If possible, you should provide the medical certification 15 days after you request leave. If you provide at least 30 days notice of your need for medical leave, you should provide the medical certification before your leave begins. If you do not provide the required medical certification in a timely manner, your leave may be delayed until it is provided.

The company at its expense, may require an examination by a second health care provider designated by the company, if it reasonably doubts the medical certification you initially provide. 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.

Tracking Your Leave

The 12-month period in which 12 weeks of leave may be taken will be tracked based on the first day of the FMLA leave.

Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation with a serious health condition, contact your supervisor on a prescheduled basis regarding the status of the medical 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 are unknown.

Returning to Work

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you must provide medical certification that you are able to resume work before you return. Obtain return-to-work medical certification forms from the human resource administrator.

Employees failing to complete the return-to-work medical certification form will not be permitted to resume work until it is provided.

Certain highly compensated or "key employees" may be denied restoration to their prior or equivalent position. Key employees are those employees who are among the highest paid ten percent of employees within 75 miles of the worksite. Denial is based on the following conditions:

- 1) The denial is necessary to prevent substantial economic injury to the employer;
- 2) The employer has notified the employee of his/her "key" employee status as well as its decision to deny restoration should the leave take place or continue; and
- 3) The employee elects not to return to work after being notified of the employer's decision.

Extended Leave for Serious Health Condition

Leaves taken because of your own serious health condition may be extended on a week-to-week basis for a maximum of an additional four weeks upon: (1) written request to the company; (2) proof that the serious health condition has continued; and (3) approval by the company (which is subject to its business needs). If you do not return to work on the originally scheduled date nor request in advance an extension of the agreed upon leave with the appropriate documentation, you will be deemed to have voluntarily terminated your employment with the company. If you request an extension of your leave beyond the 12 week period, you must submit medical certification of your continued serious health condition in advance each time

that the leave is extended. Reinstatement is not guaranteed on an extended leave and will depend on company needs.

No Work While On Leave

The taking of another job while on family or medical leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

State and Local Family and Medical Leave Laws

Where state or local family and medical leave laws offer more protection or benefits to employees, the protection or benefits provided by such laws will apply.

SHORT-TERM DISABILITY INSURANCE (New Jersey Employees)

All employees who have met the minimum earning requirements specified by state law are eligible for short-term disability insurance. This insurance is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary, up to a weekly maximum as specified by law, for a duration of up to 26 weeks.

The cost of this insurance is shared between the company and the employee.

Please provide us with written notice including a doctor's certificate stating the nature of the disability and the expected date of return to work. Disability insurance information may be obtained from the human resource administrator.

Leave Entitlement

Full-time employees are eligible for an unpaid disability leave after completing their introductory period. Disability leave due to non-occupational illness, injury or pregnancy-related disability is not to exceed six weeks.

Granting this leave prior to the completion of the eligibility period and/or beyond the maximum period stated above may be required as a reasonable accommodation in accordance with the Americans with Disabilities Act.

If you qualify for leave under the Family and Medical Leave policy, we will continue to maintain health benefits under the same terms and conditions applicable to employees not on leave. Otherwise, we will continue to provide medical insurance coverage for employees on authorized disability leave for the full length of the leave.

When you are able to return to work, give us at least one week's advance written notice. Include a doctor's certificate stating that you are able to return to your normal duties.

If your leave is covered under the Family and Medical Leave Act, we will return you to the same or an equivalent position, consistent with our policy. Otherwise, we will return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your physician) will be deemed a voluntary termination of your employment.

This leave may run concurrently with the Federal Family and Medical Leave and/or any applicable state medical and/or family leave.

This is intended as a summary of this benefit only. Additional information may be obtained from the human resource administrator.

SHORT-TERM DISABILITY BENEFITS (New York Employees)

Employees are eligible for short-term disability insurance after four consecutive weeks of full-time employment or 25 days of regular part-time employment in accordance with state law. This insurance is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary, up to a maximum each week as specified by law, for a duration of up to 26 weeks.

The cost of this insurance is shared between the company and the employee.

Provide written notice including a doctor's certificate stating the nature of the disability and your expected date of return to work. Disability insurance information may be obtained from the human resource administrator.

Leave Entitlement

Full-time employees are eligible for an unpaid disability leave after completing their introductory period. Disability leave due to non-occupational illness, injury or pregnancy-related disability is not to exceed six weeks.

Granting this leave prior to the completion of the eligibility period and/or beyond the maximum period stated above may be required as a reasonable accommodation in accordance with the Americans with Disabilities Act.

If you qualify for leave under the Family and Medical Leave policy, we will continue to maintain health benefits under the same terms and conditions applicable to employees not on leave. Otherwise, we will continue to provide medical insurance coverage for employees on authorized disability leave for the full length of the leave.

When you are able to return to work, give us at least one week's advance written notice. Include a doctor's certificate stating that you are able to return to your normal duties.

If your leave is covered by the Family and Medical Leave Act, we will return you to the same or an equivalent position, consistent with our policy. Otherwise, we will return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your physician) will be deemed a voluntary termination of your employment.

This leave may run concurrently with the Federal Family and Medical Leave and/or any applicable state medical and/or family leave.

This is intended as a summary of this benefit only. Additional information may be obtained from the human resource administrator.

SHORT-TERM DISABILITY INSURANCE (All Other Employees)

Full-time employees are eligible for short-term disability insurance after completing their introductory period. This insurance is designed to provide income for you when you are absent from work due to non- occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary.

The cost of this insurance is shared between the company and the employee.

Please provide us with written notice including a doctor's certificate stating the nature of the disability and the expected date of return to work. Disability insurance information may be obtained from the human resource administrator.

Leave Entitlement

Full-time employees are eligible for an unpaid disability leave after completing their introductory period. Disability leave due to non-occupational illness, injury or pregnancy-related disability is not to exceed six weeks.

Granting this leave prior to the completion of the eligibility period and/or beyond the maximum period stated above may be required as a reasonable accommodation in accordance with the Americans with Disabilities Act.

If you qualify for leave under the Family and Medical Leave policy, we will continue to maintain health benefits under the same terms and conditions applicable to employees not on leave. Otherwise, we will continue to provide medical insurance coverage for employees on authorized disability leave for the full length of the leave.

When you are able to return to work, give us at least one week's advance written notice. Include a doctor's certificate stating that you are able to return to your normal duties.

If your leave is covered by the Family and Medical Leave Act, we will return you to the same or equivalent position, consistent with our policy. Otherwise, we will return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your physician) will be deemed a voluntary termination of your employment.

You may be entitled to additional rights under applicable state and federal law. Refer to the company's Family and Medical Leave policy or any applicable state medical and/or family leave policy for further details.

This leave may run concurrently with the Federal Family and Medical Leave and/or any applicable state medical and/or family leave.

This is intended as a summary of this benefit only. Additional information may be obtained from the human resource administrator.

MATERNITY LEAVE (Connecticut Employees)

Employees are granted a reasonable leave of absence due to a pregnancy-related disability. An employee returning from maternity leave is reinstated to her original position with equivalent pay and accumulated seniority, retirement and fringe benefits, unless the company's circumstances have changed which makes reinstatement impossible or unreasonable.

If you are pregnant and reasonably believe that continuing to work in your present position may cause injury to you or your fetus, you may request a temporary transfer to another position. After giving the company written notice of your pregnancy and request for transfer the company will make a reasonable effort to transfer you to a suitable temporary position if one is available. You may appeal any such transfer to the Connecticut Human Rights and Opportunities Commission (CHRO).

This leave may run concurrently with the Federal Family and Medical Leave.

FAMILY LEAVE (New Jersey Employees)

All employees who have worked 1,000 hours in the previous 12 months of consecutive employment are eligible to receive up to 12 weeks of unpaid family leave within a 24-month period.

Family leave may be used only in the event of a birth or adoption of a child or to provide care due to the serious health condition of a child, spouse, parent or spouse's parent.

Provide 30 days' advance notice of your expected departure date for the birth or adoption of a child and 15 days' advance notice for a foreseeable serious health condition and the estimated duration of the leave, unless prevented by a medical emergency. You may be required to provide a certification issued by a licensed health care provider prior to the company granting a request for family leave.

Leave taken due to the birth or adoption of a child may begin any time within one year of the birth or placement for adoption. Such leave must be taken consecutively, unless the company otherwise agrees to permit the employee to take this leave on an intermittent or reduced leave schedule. Leave taken due to the serious illness of a child or covered family member may be taken consecutively or, if medically necessary, on an intermittent basis.

You are entitled to return to your previous or similar position, unless during such leave the company has experienced a reduction in force or layoff and you would have lost your position had you not been on a family leave.

Consistent with the company's policies, you may be required to substitute certain accrued paid leave time for unpaid family medical leave.

This leave may run concurrently with the Federal Family and Medical Leave.

LONG-TERM DISABILITY

Eligible employees may participate in our long-term disability insurance program.

Full-time employees are eligible to enroll in this insurance program on the first of the month after completing one month of employment.

Long-term disability insurance provides eligible employees with a continuing source of income after three consecutive months of total disability. The benefits are calculated as a percentage of your salary.

The cost of this insurance is shared between the company and the employee.

This is intended as a summary of benefits only. Additional information may be obtained from the human resource administrator.

SOCIAL SECURITY

During your employment, you and the company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

UNEMPLOYMENT INSURANCE

Upon separation of employment, you may be entitled to state and federal unemployment insurance. Generally, an employee is entitled to benefits from this plan if the employee becomes unemployed through no fault of his or her own. Information about unemployment insurance can be obtained from your supervisor.

WORKERS' COMPENSATION

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the branch manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition which could lead or contribute to an employee accident. Additionally, the company will attempt to provide a reasonable accommodation which is medically necessary, feasible and does not impose an undue hardship on the company as prescribed by applicable federal, state or local law.

Our company will abide by all requirements set forth by the state's Workers' Compensation law and any other applicable laws or regulations. We will not take any adverse action against an employee in retaliation for filing a Workers' Compensation claim.

The amount of the benefits payable to you and the duration of payment depend upon the nature of your injury or illness. You will be taken to a nearby urgent care center or hospital if you cannot be treated adequately on the company premises.

401(k) QUALIFIED RETIREMENT PLAN

Our company provides eligible employees with a 401(k) Qualified Retirement plan which offers a sound means of long term savings to supplement your Social Security benefits at retirement. The company's contribution, if any, is determined by the company on an annual basis.

As a participant in the plan, you should receive a copy of the Summary Plan Description. This document contains the details of the plan including eligibility and benefit provisions. In the event of any conflict in the description of the plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see your plan administrator.

PROFIT-SHARING PLAN

You may think you have little control over the profitability of company operations but each employee has a real impact.

To recognize and reward your efforts, our company maintains a Profit-Sharing Plan for eligible employees. The amount of the company's contribution to the plan is based each year on the company's profits.

As a participant in the plan, you should receive a copy of the Summary Plan Description. This document contains the details of the plan including eligibility and benefit provisions. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see your plan administrator.

TUITION ASSISTANCE PROGRAM

To encourage professional development, our company offers a tuition assistance program to eligible employees who complete job-related courses with a grade of B or better.

To participate in this program, you must be a full-time employee who has completed one year of employment.

Your application for tuition assistance must be made and approval received prior to registration for the course.

CREDIT UNION

You are eligible to join the company's credit union. This credit union is a not-for-profit financial institution owned and operated by its members. Membership privileges include saving by payroll deduction and borrowing funds at low interest rates.

Information and enrollment forms may be obtained from the human resource administrator.

COMPANY DISCOUNTS

All employees may purchase merchandise at a reduced price. Any purchases made on this discount program must be for your personal use.

Purchases are to be paid for on a cash basis only.

ATTENDANCE AND PUNCTUALITY

Attendance and punctuality are important factors for your success within our company. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your supervisor by 8:15 a.m.

Personal issues requiring time away from your work, such as doctors appointments or other matters, should be scheduled during your non-work hours if possible.

If you are absent for three days without notifying the company, it is assumed that you have voluntarily abandoned your position with the company, and you will be removed from the payroll.

WORKWEEK

Because of the nature of our business, your work schedule may vary depending on your job. Our normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Check with your supervisor if you have questions about your hours of work.

MEAL TIME

A one-hour, unpaid meal break should be taken each day. Your supervisor is responsible for approving the scheduling of this time.

WORK ASSIGNMENTS

Work assignments will be distributed by your supervisor. When possible, you will be advised of future assignments in advance, so you will have ample time to prepare for the assignment.

Once you have begun an assignment you will report directly to your supervisor for all matters relating to its completion.

CONTACT WITH THE COMPANY

The company should know your location at all times during business hours. Your supervisor will keep a record of your assignments, and (s)he should be notified of your whereabouts outside the company during working hours.

BREAKS

One, ten-minute paid break, in the morning and in the afternoon must be approved by your supervisor each day.

ON THE JOB TRAINING

Your supervisor is responsible for initiating all on the job training for employees within your department. This may include safety training, participation in off-site training and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

The company will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training program.

If you have any questions regarding training, please see your supervisor.

STANDARDS OF CONDUCT

Each employee has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension and/or discharge. The appropriate disciplinary action imposed will be determined by the company. The company does not guarantee that one form of action will necessarily precede another.

The following may result in disciplinary action, up to and including discharge: Violation of the company's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises, during working hours, while engaged in company activities or in company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; physical harassment; sexual harassment; disrespect toward fellow employees, visitors or other members of the public; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to modify our employment-at-will policy.

COMPUTER SOFTWARE LICENSING

The company purchases or licenses the use of various computer software programs. Neither the company nor any of the company's employees has the right to duplicate this computer software or its related documentation. Unauthorized duplication of computer software is a federal offense, punishable by up to a \$250,000 fine and up to five years in jail.

The company does not condone the illegal duplication of software. You must use the software in accordance with the license agreement. This policy applies not only to individual desktop computers and laptops but to local area networks as well.

Employees learning of any misuse of software or related documentation within the company shall notify a member of management. Employees who reproduce, acquire or use unauthorized copies of computer software will be subject to discipline, up to and including termination.

CUSTOMER AND PUBLIC RELATIONS

Our company's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that customers have toward our company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a customer for granted, but when we do we run the risk of losing not only that customer, but his or her associates, friends or family who may also be customers or prospective customers.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

SOLICITATION AND DISTRIBUTION

In order to avoid unnecessary annoyances and interruptions from your work, solicitation by an employee of another employee is prohibited while either person is on working time.

Employee distribution of literature, including handbills, in work areas is prohibited at all times.

Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times.

CHANGES IN PERSONAL DATA

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to the human resource administrator promptly.

PROTECTING COMPANY INFORMATION

Protecting our company's information is the responsibility of every employee and we all share a common interest in making sure it is not improperly or accidentally disclosed. Do not discuss the company's confidential business with anyone who does not work for us.

All telephone calls regarding a current or former employee's position/compensation with our company must be forwarded to the human resource administrator.

The company's address shall not be used for the receipt of personal mail.

CONFLICT OF INTEREST/CODE OF ETHICS

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the company, or any of its clients, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

The company adheres to the highest legal and ethical standards applicable in our business. The company's business is conducted in the strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the company shall conduct their personal affairs in such a fashion that their duties and responsibilities to the company are not jeopardized and/or legal questions do not arise with respect to their association or work with the company.

CARE OF EQUIPMENT

You are expected to demonstrate proper care when using the company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

COMPANY VEHICLES

Operators of company vehicles are responsible for safe operation and cleanliness of the vehicle.

Accidents involving a company vehicle must be reported to your supervisor immediately.

Employees are responsible for any moving and parking violations and fines which may result when operating a company vehicle.

The use of seat belts is mandatory for operators and passengers of company vehicles.

TRAVEL/EXPENSE ACCOUNTS

The company will reimburse employees for reasonable expenses incurred through pre-approved business travel or entertainment. All cash advances must be accounted for and expense receipts are required.

The following business expenses will be reimbursed:

- Travel Expense
- Automobile Expense
- Lodging
- Tips
- Business Meals (In accordance with our per diem rates; room service excluded.)

PERSONAL PROPERTY

The company is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables, should not be left in areas where theft might occur.

VISITORS

If you are expecting a visitor, please notify your supervisor. All visitors must first check in at the reception area. Visitors are not allowed in any area of the building without being accompanied by an authorized employee. Under no circumstances will visitors be allowed in confidential, unauthorized or potentially hazardous areas.

SEVERE WEATHER

Severe weather is to be expected during the winter months. Although driving may at times be difficult, when caution is exercised, the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is to be used as vacation or is unpaid.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by your supervisor.

PERSONAL TELEPHONE CALLS

It is important to keep our telephone lines free for customer calls. Although the occasional use of the company's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

A pay telephone is available for your use.

ELECTRONIC MAIL MONITORING

We recognize your need to be able to communicate efficiently with fellow employees. Therefore, we have installed an internal electronic mail (E-Mail) system to facilitate the transmittal of business-related information within the company.

The E-Mail system is for business use only. The use of the company's E-Mail system for personal communications or for nonjob-related solicitations including but not limited to religious or political causes is strictly prohibited. Employees are also prohibited from the display or transmission of sexually-explicit images, messages, ethnic slurs, racial epithets or any thing which could be construed as harassment or disparaging of others.

Employees shall not use unauthorized codes or passwords to gain access to others' files.

All E-Mail passwords must be made available to the company at all times.

Violation of this policy may result in disciplinary action, up to and including discharge.

For business purposes, management reserves the right to enter, search, and/or monitor the private company E-Mail system and the files/transmission of any employee without advance notice and consistent with applicable state and federal laws.

VOICE MAIL MONITORING

We recognize your need to be able to communicate efficiently with fellow employees and customers. Therefore, we have a voice mail system to facilitate the transmittal of business-related information within the company and with our customers.

The voice mail system is for business use only. The use of the company's voice mail system for personal communications or for nonjob-related solicitations including but not limited to religious or political causes is strictly prohibited. Employees are also prohibited from the transmission of sexually-explicit messages, ethnic slurs, racial epithets or anything which could be construed as harassment or disparaging of others.

All voice mail passwords must be made available to the company at all times. Please notify your supervisor if you need to change your password.

Violation of this policy may result in disciplinary action, up to and including discharge.

For business purposes, management reserves the right to enter, search and/or monitor the private company voice mail system and the voice mail of any employee without advance notice and consistent with applicable state and federal laws.

INTERNET USAGE

As a growing company, we recognize the need to stay on the cutting edge of technology. This is one of the reasons we allow employees to have access to the Internet.

The Internet should be used for business purposes only. The use of the company's Internet access for personal communications or for nonjob-related solicitations including but not limited to religious or political causes is strictly prohibited. Employees are also prohibited from displaying, transmitting and/or downloading sexually-explicit images, messages, ethnic slurs, racial epithets or anything which could be construed as harassment or disparaging to others.

Consistent with applicable federal and state law, the time you spend on the Internet is tracked through activity logs for business purposes. All abnormal usage will be investigated thoroughly.

Employees learning of any misuse of the company's Internet access shall notify a member of management.

DRESS POLICY

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our customers' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct customer contact, you represent the company with your appearance as well as your actions. The properly attired individual helps to create a favorable image for the company, to the public and fellow employees.

RECYCLING AND WASTE PREVENTION

The company is committed to the environment and its future. Therefore, recycling containers are located throughout the building for the collection of recyclable materials. Waste of time, materials and utilities is costly to the company. If you have any waste prevention ideas, please advise your supervisor in writing.

REFERENCE CHECKS

Our company will not honor any oral requests for references. All requests must be in writing and on company letterhead. Generally, we will only confirm our employees' dates of employment, salary history and job title.

An employee, under no circumstances, should provide another individual with information regarding current or former employees of our company. If you receive a request for reference information, please forward it to the human resource administrator.

OUTSIDE EMPLOYMENT

We hope that you will not find it necessary to seek additional outside employment. However, if you are planning to accept an outside position, you must notify your supervisor in writing.

Outside employment must not conflict in any way with your responsibilities within our company. You may not work for competitors nor may you take an ownership position with a competitor.

Employees may not conduct outside work or use company property, equipment or facilities in connection with outside work while on company time.

PARKING

Free parking facilities are available to employees. You are required to park within the designated areas. The company is not responsible for loss, damage or theft of your vehicle. Therefore, we suggest that you lock your car doors.

BULLETIN BOARD

Information of interest and importance to you is regularly posted on our bulletin board. We suggest that you look at it regularly. This bulletin board is for administrative use only; employees may not post or remove any information.

LUNCHROOM

A lunchroom may be available for your use. Although general custodial care is provided by the company, you are expected to clean up after eating in this room. This room should be kept clean for the next person's use.

IF YOU MUST LEAVE US

Should you decide to leave your employment with us, we ask that you provide your supervisor with at least two weeks' advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the company.

Employees who are rehired following a break in service in excess of 12 months, other than an approved leave of absence, must serve a new initial introductory period, whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

Additionally, all resigning employees must complete a brief exit interview prior to leaving. All company property, including this handbook, must be returned upon termination. Otherwise, the company may take further action to recoup any replacement costs and/or seek the return of company property through appropriate legal recourse.

You should notify the company if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

SAFETY IN THE WORK PLACE

EACH EMPLOYEE'S RESPONSIBILITY

Safety can only be achieved through teamwork at our company. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The unauthorized use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal drug substances on the company's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess...ask your supervisor.
6. Know the locations, contents and use of first aid and fire fighting equipment.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

WORKPLACE SEARCHES

To protect the property and to ensure the safety of all employees, customers and the company, the company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the company's property. In addition, the company reserves the right to search any employee's office, desk, files, lockers, equipment, or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal drugs, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the company's security procedures or any other company rules and regulations.

WORKPLACE VIOLENCE

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage of company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including immediate discharge.

GOOD HOUSEKEEPING

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

SMOKING IN THE WORKPLACE

Our company is committed to providing a safe and healthy environment for employees and visitors. Therefore, smoking is not permitted.

CONCEALED WEAPONS

Unauthorized possession, use or sale of weapons, firearms or explosives on work premises is forbidden, in accordance with state and local laws. Violations of this policy will result in disciplinary action.

SUBSTANCE ABUSE

The company has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the customers we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger for everyone. For these reasons, we have established as a condition of employment and continued employment with the company the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized drugs. Employees are prohibited from reporting to work, or working when the employee uses any drugs, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal drugs and alcohol in the workplace including: on company paid time, on company premises, in company vehicles, or while engaged in company activities.

Your employment or continued employment with the company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to termination, may be permitted in lieu of termination, at the company's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance professional as a condition of continued employment. The company assures that any information concerning an individual's drug or alcohol use will remain confidential.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their drug or alcohol

use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others. The company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the company's policies and applicable federal, state or local laws.

The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this substance abuse policy.

This policy represents management guidelines only and should not be interpreted as a contract of employment.

**RECEIPT OF EMPLOYEE HANDBOOK
AND EMPLOYMENT-AT-WILL STATEMENT
(Connecticut Employees)**

I have this day received a copy of the Turtle & Hughes, Inc. employee handbook, and I understand that I am responsible for reading the personnel policies and practices described within. I understand that this handbook replaces any and all prior handbooks, policies and practices of the company.

I agree to abide by the policies and procedures contained therein. I understand that the policies and benefits contained in this employee handbook may be added to, deleted or changed by the company at any time. I understand that I will be considered to have consented to any such changes by continuing my employment with the company. I understand that neither this manual nor any other written or verbal communication by a management representative is intended to, in any way, create a contract of employment for any specified period of time and that this handbook is for informational purposes only. I also understand that the company abides by employment-at-will, which permits the company or the employee to terminate the employment relationship at any time, for any reason, with or without notice. The company will not modify their policy of employment-at-will in any case.

If I have questions regarding the content or interpretation of this handbook, I will bring them to the attention of the human resource administrator.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

**RECEIPT OF EMPLOYEE HANDBOOK
(All Other Employees)**

I have this day received a copy of the Turtle & Hughes, Inc. employee handbook, and I understand that I am responsible for reading the personnel policies and practices described within. I understand that this handbook replaces any and all prior handbooks, policies and practices of the company.

I agree to abide by the policies and procedures contained therein. I understand that the policies and benefits contained in this employee handbook may be added to, deleted or changed by the company at any time. I understand that neither this manual nor any other written or verbal communication by a management representative is intended to, in any way, create a contract of employment for any specified period of time and that this handbook is for informational purposes only. I also understand that the company abides by employment-at-will, which permits the company or the employee to terminate the employment relationship at any time, for any reason, with or without notice. The company will not modify their policy of employment-at-will in any case.

If I have questions regarding the content or interpretation of this handbook, I will bring them to the attention of the human resource administrator.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

