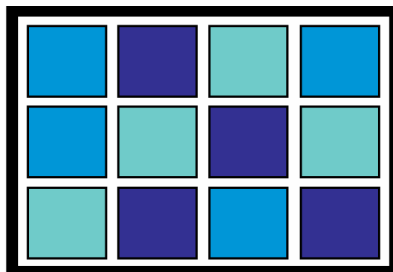

EMPLOYEE HANDBOOK

for the Employees of
California



**ENGINEERING
SOLUTIONS**

September 2006

provided by **Administaff** 

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WELCOME!

Thank you for joining **Engineering Solutions** located in Riverside, California.

We hope you agree that you have a great contribution to make to our organization, and that you will find your employment with us a rewarding experience. We look forward to the opportunity of working together to create a more successful company. We also want you to feel that your employment with us will be one that is mutually beneficial and gratifying.

We hope you will find satisfaction in your job and take pride in your work.

- David Currington

MISSION STATEMENT

To provide unparalleled service to our clients through combining old fashioned values and ethics with the best available new technology and innovative methods and to add value to every project we undertake through superior planning and value engineering.

COMPANY HISTORY

Engineering Solutions was formed in July of 2002 with the primary purpose of providing quality civil engineering, land planning, surveying and mapping services to private land development and municipal clients in the Inland Empire of Southern California. Our dedication to service to the client and insistence on quality work and ethical dealings provide the framework on which future successes will be built. **Engineering Solutions** offers expertise in a wide range of categories, including infrastructure planning and design, hydrology and hydraulics, grading design, land planning, surveying, mapping and construction administration. Our greatest strength is the breadth and depth of experience of the principals and key personnel.

INTRODUCTION

Payroll, benefit and other human resource management services are provided through Administaff. Administaff is a Professional Employer Organization (PEO) contracted by Engineering Solutions to perform selected employer responsibilities on our behalf. As a result of this arrangement, Administaff will be considered your employer of record for payroll processing, benefits, and other functions involving employer related administration.

An interesting and challenging experience awaits you as an employee of Engineering Solutions and Administaff (collectively "the Company"). We have written this handbook in order to answer some of the questions you may have concerning the policies of the Company. Please read it thoroughly and retain it for future reference. Should you have any questions regarding any policies, please ask the on-site manager or a member of Administaff's Human Resource Department for assistance.

You are an employee of both companies, Administaff and Engineering Solutions. Administaff handles the administrative responsibilities for employment-related issues such as payroll processing, benefits and handles many personnel issues, while Engineering Solutions handles the day-to-day activities related to its core business. You should have already signed an Employment Agreement outlining your employment relationship with Administaff. Questions relating to payroll, benefits or concerning human resource issues should be directed to the on-site manager or Administaff's Payroll or Human Resources Specialist.

DEFINITIONS

- The term "**employee**" as used throughout this handbook means those employees both of Engineering Solutions and Administaff.
- The term "**employment**" as used throughout this handbook means your employment with Engineering Solutions and Administaff.
- The term "**Company**" as used throughout this handbook means both Engineering Solutions and Administaff.
- The term "**client company**" or Engineering Solutions as used throughout this handbook means the separate business entity that enters into a contractual relationship with Administaff.
- The term "**on-site manager**" as used throughout this handbook means Administaff's designated contact at Engineering Solutions. The on-site manager may, at his/her discretion, delegate responsibilities contained in these policies to other supervisory personnel.

This handbook is not a contract guaranteeing employment for any specific duration. Both you and the Company have the right to terminate your employment at any time without cause. No supervisor, manager or representative of the Company, other than a President or Vice President, has the authority to enter into any agreement for employment for any specified period or to make any promises or commitments contrary to the foregoing. Any employment agreement regarding a specified period or term of employment entered into by the President or Vice President shall not be enforceable unless it is in writing and signed by both parties. Notwithstanding the above, an agreement made by a President or Vice President of Engineering Solutions regarding any aspect of your employment is not binding on Administaff unless it is agreed to in writing by the President or Vice President of Administaff.

NOTICE TO EMPLOYEES

This Employee Handbook supersedes all previous Company handbooks and policies. In addition, this handbook supersedes all prior management memos to the extent that such memo contradicts a subject or policy covered therein.

CHANGE IN POLICY

The policies in this handbook are subject to change at the sole discretion of the Company. We will notify you of these changes by appropriate means. Changes will be effective on dates determined by the Company, and you may not rely on policies that have been superseded. No supervisor or manager has any authority to alter the foregoing.

If you are uncertain about any policy or procedure, please check with the on-site manager.

ANNIVERSARY DATE

The first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Employee Handbook.

EMPLOYMENT POLICIES

This manual is designed to answer many of your questions about the practices and policies of the Company. These policies apply to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

Feel free to consult with your manager or Human Resources for help concerning anything you do not understand.

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. The Company uses this period to evaluate employee capabilities, work habits, and overall performance. It is also a time to get to know your fellow employees, your manager, Company culture and the tasks involved in your job position, as well as to become familiar with the Company products and services. Your manager or another team member will work with you to help you understand the needs and processes of your job.

All new and rehired employees work on an introductory basis for the first ninety (90) calendar days after their date of hire. Employees who are promoted or transferred within the Company must complete a secondary introductory period of the same length with each reassignment to a new position. Any significant absence during the introductory period will automatically extend an introductory period by the length of the absence. If the Company 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.

This introductory period or the successful completion of the introductory period does not affect the employment status of an employee being "at-will," meaning that the employment relationship may be terminated at any time and for any non-discriminatory reason by either party.

IMMIGRATION LAW COMPLIANCE

All offers of employment are contingent on verification of your right to work in the United States. On your first day of work, you will be asked to provide original documents verifying your right to work and, as required by federal law, to sign Federal Form I-9, Employment Eligibility Verification Form. If you at any time cannot comply with laws requiring you to verify your right to work in the United States, the Company may be obliged to terminate your employment.

AT-WILL EMPLOYMENT

Your employment with the Company is at-will. This means that neither you nor the Company has entered into a contract regarding the duration of your employment. You are free to terminate your employment with the Company at any time, with or without reason. Likewise, the Company has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at the discretion of the Company. As provided in the Employee Acknowledgment, nothing in this handbook creates or is intended to create a promise or representation of continued employment. Your status as an "at-will" employee may not be changed except in writing signed by the President of Engineering Solutions. This handbook shall supersede any and all prior handbooks, written documents or oral and implied representations, issued by Engineering Solutions that might otherwise contradict the at-will nature of your employment. Notwithstanding the above, an agreement made by a President or Vice President of Engineering Solutions regarding any aspect of your employment is not binding on Administristaff unless it is agreed to in writing by the President or Vice President of Administristaff.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Company provides equal employment opportunities to all employees and applicants without regard to race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, physical disability, mental disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner status, gender (including sex stereotyping), medical condition (including, but not limited to, cancer related or HIV/AIDS related) or sexual orientation in accordance with applicable federal, state and local laws. In addition, the Company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) requires an employer to provide reasonable accommodations for individuals with disabilities, unless it would cause undue hardship. A reasonable accommodation may include changes in the work environment or in the way a job is performed that enable a person with a disability to enjoy equal employment opportunities.

If you require an accommodation, you must inform your manager that there is a need for an adjustment or change at work for a reason related to a medical condition. We will respond promptly and to the best of our ability to accommodate the needs of all employees.

CLASSIFICATIONS OF EMPLOYMENT

For purposes of salary administration and eligibility for overtime payments and employment benefits, the Company classifies its employees as follows:

Full-time Regular Employees – Employees hired to work the Company's normal, full-time workweek of 30 hours or more on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below.

Part-time Regular Employees – Employees hired to work fewer than 30 hours per week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below.

Temporary Employees – Employees engaged to work full-time or part-time on the Company's payroll with the understanding that their employment will be terminated no later than upon completion of a project or assignment. (Note that a temporary employee may be offered, and may accept, a new temporary assignment with the Company and thus still retain temporary status.) Such employees may be "exempt" or "non-exempt." (Note that individuals contracted from temporary employment agencies for specific assignments are considered employees of the respective agency and are not considered employees of the Company. Temporary agency employees are paid by the respective agency and should not be on the Company payroll.)

Non-exempt Employees – Employees who are required to be paid minimum wage and overtime at the federal, state, or local prescribed wage rate, whichever is higher. Non-exempt employees are required to complete and provide accurate records of their hours worked.

Exempt Employees – Employees who are not eligible for overtime and in some cases also not subject to minimum wage regulations, in accordance with applicable federal, state, and local wage and hour laws. Executives, professional employees, outside sales representatives, commissioned inside sales representatives, certain computer professionals and employees in some administrative positions are typically exempt.

WAGE AND SALARY

The goal of Engineering Solution's compensation program is to attract potential employees, meet the needs of all current employees, and encourage well-performing employees to stay with our organization. With this in mind, our compensation program is built to balance both employee and Engineering Solution's needs.

It is our desire to pay all regular employees' wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair, and equitable. Compensation may vary with individual and Engineering Solutions performance and in compliance with all applicable statutory requirements.

We apply the principles of fairness to all employees, regardless of organizational level, race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, registered domestic partnership status or any other factor protected by state or local law.

PERSONNEL FILES

Administaff maintains a personnel file on each employee. You may review your personnel file upon request and in the presence of authorized personnel. If you are interested in reviewing your file, contact your Payroll Specialist to make arrangements.

To ensure that your personnel file is up-to-date at all times, notify your manager or your Payroll Specialist of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, the individuals to notify in case of an emergency, and so forth. An Employee Change in Status Notice will need to be filled out and sent to Administaff.

CONFIDENTIALITY

It is the guideline of the Company that the general internal business affairs of the organization should not be discussed with anyone outside the organization except as may be required in the normal course of business. Information designated as confidential is to be discussed with no one outside the organization and only discussed within the organization on a "need-to-know" basis.

All employees have a responsibility to avoid unnecessary disclosure of non-confidential internal information about the company, its clients, and its suppliers. This responsibility is not intended to impede normal business communications and relationships, but is intended to alert employees to their obligation to use discretion to safeguard internal company affairs. Employees authorized access to confidential information are responsible for its security.

Inquiries seeking information concerning applicants for employment, current employees, or former employees should be referred to the Administaff Human Resource Department (See Policy under Employment References below).

Employees found in violation of this policy are subject to disciplinary action, up to and including termination.

EMPLOYMENT REFERENCES

All employment verification or reference requests on current or former employees are to be referred to **Administaff**. Administaff will normally only release last title and dates of employment. All other requests for information on current or former employees also are to be referred to Administaff, who will consider and respond to the request.

Requests for employment verification for credit or mortgage purposes should also be referred to Administaff. Certain information will be provided only if the employee has executed a release.

All employment verifications must go to the following address and/or fax number:

**Attn: Worksite Employment Verifications MC 1-1225
Administaff
19001 Crescent Springs Drive
Kingwood Texas 77339-3802**

**Employment Verification Hotline - 1/800-242-8893 x2894
Toll Free Fax Number – 1/866-235-8172**

JOB PERFORMANCE EVALUATIONS

You will be evaluated with respect to the job that you are performing for the Company. As you demonstrate the ability to take on additional responsibilities, your talents will be utilized in the manner deemed most suitable to your demonstrated ability and the needs of the Company.

A written performance evaluation of each employee will be performed periodically. The evaluation will be conducted by your manager and will be reviewed with you. Any areas of specific achievement or need for improvement will be noted and discussed with you.

A positive performance review does not guarantee either an increase in compensation or continuing employment. Raises, if given, are based on a number of factors, such as Engineering Solutions performance and profitability, department or group performance and individual performance.

SEPARATION FROM EMPLOYMENT

An employee may be separated from employment by resignation, lack of work, or termination.

Resignation

Any employee who voluntarily resigns is requested to provide the Company with advance written notice of no less than two weeks as is customarily done as a business courtesy. Failure to provide such notice may result in the employee not being eligible for rehire.

Layoff Due to Lack of Work

Engineering Solutions attempts to maintain a stable workforce; however, business conditions sometimes change to a point that there is not enough work to keep all employees on the payroll. Should such a situation occur, the workforce may be reduced by laying off the number of employees over and above those needed to perform the work available. Layoffs will be determined by the ability of the affected employees to adequately perform the available work with a minimum of retraining. Length of service and unexcused absences or tardiness may also be considered.

Exit Interviews

Management may conduct an exit interview to discuss your reasons for leaving and any other impressions that you may have about the Company. During the exit interview, you can provide insights into areas for improvement for Engineering Solutions and your specific position.

Return of Company Property

Any Company property issued to you, such as software, computer equipment, databases, files, pager, keys, parking passes or Company credit card must be returned at the time of your termination. You will be responsible for any lost or damaged items.

UNEMPLOYMENT INSURANCE

You may be eligible for state and federal unemployment insurance. Upon termination or lay-off contact your local unemployment agency. Due to the co-employer relationship between Engineering Solutions and Administaff, for reporting purposes; you are an employee of record of Administaff. When filing for unemployment claims, please be sure to enter *Administaff as your employer of record*. Failure to follow this guideline will result in delay of benefits, if applicable.

FILING FOR UNEMPLOYMENT BENEFITS

- Unemployment Benefits should be filed immediately upon termination of employment for any reason.
- Eligibility determination will be made by the Employment Development Department (EDD).
- Employer of record for claim reporting purposes is Administaff. Please be sure the following information is included on you Unemployment Claim form. Failure to include this information, will delay your claim processing.

Attn: Ancillary Benefits Group MC 1-1220
Administaff
19001 Crescent Springs Drive
Kingwood Texas 77339-3802
Phone: 281-348-3852
Toll Free Fax: 1/866-862-9657

HOW TO FILE FOR BENEFITS

- Online at www.edd.ca.gov
- Telephone (See Telephone Listing below)

TELEPHONE LISTING - BY LANGUAGE

ENGLISH1-800-300-5616
Filing Claims	
Check Information	
General Information	
ESPAÑOL1-800-326-8937
Presentación de Solicitudes	
Información sobre su Cheque	
Información General	

TELETYPEWRITER (TTY) USERS

1-800- 815-9387

Deaf and hard of hearing callers can contact EDD:

- **Directly (without using the California Relay Service):** By TTY using this telephone number. *The TTY is a telecommunications device for the deaf and hard of hearing, this telephone number does not accept voice calls.*
- **Indirectly:** Through the California Relay Service. *If calling via the California Relay Service you must provide the EDD telephone number to the California Relay Service operator.* (Clients calling outside of California should use their state's relay service.)

EDD encourages deaf and hard of hearing callers to contact EDD by using the TTY toll-free number. This will put you in direct contact with an EDD client service representative who can provide you with unemployment insurance services.

EMPLOYEE CONDUCT

ANTI-HARASSMENT POLICY

It is the policy of the Company to maintain a working environment which encourages mutual respect, promotes respectful and congenial relationships between employees and is free from all forms of illegal harassment of any employee or applicant for employment by anyone, including managers, co-workers, vendors, clients, or independent contractors. Illegal harassment in any manner or form is expressly prohibited and will not be tolerated by the Company. Accordingly, Company management is committed to vigorously enforcing this policy against harassment, including but not limited to, sexual harassment, at all levels within the Company.

All reported or suspected occurrences of illegal harassment will be promptly and thoroughly investigated. Where illegal harassment is determined to have occurred, the Company will immediately take appropriate disciplinary action, including written warnings, suspension, transfer and/or termination. Employees also may have personal liability for behavior that violates state anti-harassment laws.

The Company will not permit or condone any acts of retaliation against anyone who files harassment complaints or cooperates in the investigation of reported or suspected occurrences of harassment. Also, it is unlawful for an employer to retaliate against employees, who oppose the practices prohibited by the Fair Employment and Housing Act, or file complaints, or otherwise participate in an investigation, proceeding, or hearing conducted by the Department of Fair Employment and Housing. Similarly, the Company prohibits employees from hindering our own internal investigations and our internal complaint procedure.

1. The term "**harassment**" includes but is not limited to unwelcome slurs, jokes, verbal, graphic or physical conduct relating to an individual's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, physical disability, mental disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner status, gender (including sex stereotyping), medical condition (including, but not limited to, cancer related or HIV/AIDS related) or sexual orientation.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
 - a. Submission to such conduct is an explicit or implicit term or condition of employment;
 - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or
 - c. Such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.
3. The term "**harassment**" may also include conduct of employees, supervisors, vendors and/or clients who engage in verbally or physically harassing behavior that has the potential for humiliating or embarrassing an employee of the Company based on the protected categories listed above.

Complaint Procedure

The Company provides its employees with a convenient and reliable method for reporting incidents of harassment, including sexual harassment. Any employee who feels that they have been or are being harassed, or discriminated against, is encouraged to immediately inform the alleged harasser that the behavior is unwelcome. In most instances, the person is unaware that their conduct is offensive and when so advised can easily and willingly correct the conduct so that it does not reoccur. If the informal discussion with the alleged harasser is unsuccessful in remedying the problem or if such an approach is either not possible or comfortable for the employee, the employee should immediately report the complained-of conduct to their immediate supervisor, manager, owner of the Company, or if necessary for resolution, to the Administaff Human Resources Department. If for any reason you do not feel comfortable reporting the complaint to anyone else, you may go directly to the Administaff Human Resource Department. The report should include all facts available to the employee regarding the harassment. To report a complaint, contact the Administaff Anti-Harassment Hotline Number at 800-242-8893, ext. 3000 or 281-312-3000 in the Houston area.

Confidentiality

All reports of harassment will be treated seriously. However, absolute confidentiality is not promised nor can it be assured. The Company will conduct an investigation of any complaint that will require limited disclosure of pertinent information to certain parties, including the alleged harasser.

Investigative Procedure

Once a complaint is received, the Company will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred. The Company prohibits employees from hindering an internal investigation or the internal complaint procedure.

Once the investigation is completed, a determination will be made regarding the appropriate response to the allegations. If it is determined that a violation of the harassment policy has occurred, prompt, remedial action will be taken. This may include some or all of the following steps:

1. Restore any lost terms, conditions or benefits of employment to the complaining employee.
2. Discipline the harasser. This discipline can include written disciplinary warnings, transfer, demotion, suspension, and termination.

If the harassment is from a vendor or client, the Company will take appropriate action to stop the complained-of conduct.

The California Department of Fair Employment and Housing and/or the U.S. Equal Employment Opportunity Commission may also investigate and process complaints of harassment. Violators are subject to penalties and remedial measures that may include sanctions, fines, injunctions, reinstatement, back pay, and damages. The address of the local office of the Department of Fair Employment and Housing and the Commission, respectively, can be found among the state and federal office listings in the telephone book.

Duties of Employees and Managers

All employees of the Company, both management and non-management, are responsible for assuring that a workplace free of illegal harassment is maintained. Any employee may file a harassment complaint regarding incidents experienced personally or incidents observed in the workplace. The Company strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All Company supervisors and managers are expected to adhere to the Company's anti-harassment policy. Managers' evaluations will include an assessment of the manager's efforts in following and enforcing this policy.

All managers and supervisors are responsible for doing all they can to prevent and discourage illegal harassment from occurring. If a complaint is raised, supervisors and managers are to act promptly to notify the Administaff Human Resource Department of the complaint so that Human Resources may proceed with an investigation. If a supervisor or manager fails to follow this policy they will be disciplined. Such discipline may include termination.

ETHICS

Employees are expected to act ethically, honestly, and with the highest standard of personal integrity at all times in the performance of their job responsibilities. Employees must comply fully with federal, state, and local laws and regulations governing our operations, and must conduct their business affairs according to the highest legal and ethical standards. Violation of this policy may subject an employee to discipline up to and including immediate termination.

You are to report any actual or potential violations of applicable laws or regulations and any unethical, dishonest, or improper conduct to your manager, the President/CEO, or Human Resources. If you are uncertain as to the applicability of a law or this policy to your work, you are responsible for seeking guidance from your manager, or Human Resources. No reprisal or detrimental action of any kind shall be taken against an employee who reports a violation of law or of this policy.

NON-FRATERNIZATION

The Company desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissension problems that can potentially result from romantic relationships involving managerial and supervisory employees in the Company or certain other employees in the Company.

Accordingly, managers and supervisors are *discouraged* from fraternizing or becoming romantically involved with one another or with any other employee of the Company. Additionally, all employees, both managerial and non-managerial, are discouraged from fraternizing or becoming romantically involved with other employees, when, in the opinion of the Company, their personal relationships may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale.

In the event of any potential for a conflict of interest, an employee involved with another employee should **immediately and fully disclose** the relevant circumstances to their manager so that a determination can be made as to whether the relationship presents an actual or potential conflict of interest. If an actual or potential conflict exists, the Company may take whatever action appears appropriate according to the circumstances, up to and including transfer, demotion, or discharge. *Failure to disclose facts may lead to disciplinary action, up to and including termination.*

All employees should also remember that the Company maintains a strict policy against unlawful harassment of any kind, including sexual harassment. The Company will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

GUIDELINES FOR APPROPRIATE CONDUCT

As a Company team member, employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to themselves, co-workers, the Company, or that might be viewed unfavorably by current or potential clients or by the public at large. Employee conduct reflects on the Company. Employees are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the Company considers inappropriate include, but are not limited to, the following:

1. Violation of any Company rule.
2. Any action that is detrimental to the Company's efforts to operate profitably.
3. Violation of state, federal, or local laws and regulations.
4. Violation of security or safety rules or failure to observe safety rules or the Company safety practices; failure to wear required safety equipment; tampering with the Company's equipment or safety equipment.
5. Negligence or any careless action that endangers the life or safety of another person.

6. Having alcohol or a controlled substance in your system while at work; use, possession or sale of a controlled substance in any quantity while on Company premises, except medications prescribed by a physician which do not impair safety or work performance.
7. Unauthorized possession of firearms, weapons, or explosives on Company property or while on duty.
8. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on company premises or when representing the company; fighting, or provoking a fight on Company property, or negligent damage of property.
9. Insubordination or refusing to obey instructions properly issued by your manager pertaining to your work; refusal to help out on a special assignment.
10. Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
11. Engaging in an act of sabotage; negligently causing the destruction or damage of Company property, or the property of fellow employees, clients, vendors, or visitors in any manner.
12. Theft or unauthorized possession of Company property or the property of fellow employees; unauthorized possession or removal of any Company property, including documents, from the premises without prior permission from management; unauthorized use of Company equipment or property for personal reasons; using Company equipment for profit.
13. Dishonesty; falsification, or misrepresentation on your application for employment or other work records; falsifying reason for a leave of absence or other data requested by the Company; alteration of Company records or other Company documents.
14. Giving confidential or proprietary Company information to competitors or other organizations, or to unauthorized Company employees; working for a competing business while an employee of the Company; breach of confidentiality of personnel information.
15. Failing to maintain the confidentiality of clients' or clients' information.
16. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
17. Unsatisfactory or careless work; failure to meet production or quality standards.
18. Violating the Company's anti-harassment policy, which includes any act of unlawful harassment, sexual, racial or other; telling sexist or racist jokes; making racial or ethnic slurs.
19. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your manager; stopping work before time specified for such purposes.
20. Sleeping or loitering during working hours.
21. Excessive personal use of Company telephone, Company issued cellular phone, and computer.
22. Smoking in restricted areas or at non-designated times, as specified by department rules.
23. Creating or contributing to unsanitary conditions.

24. Posting, removing, or altering notices on any bulletin board on Company property without the permission of an officer of the Company.
25. Failure to promptly report an absence or late arrival to your supervisor; excessive unexcused absences or lateness.
26. Obscene or abusive language toward any manager, employee, vendor or client; indifference or rudeness towards a client, fellow employee, or vendor; any disorderly/antagonistic conduct on Company premises.
27. Failure to immediately report damage to, or an accident involving, Company equipment.
28. Soliciting during working hours and/or in working areas; selling merchandise, or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on Company premises.
29. Failure to use your timesheet; alteration of your own timesheet or records or attendance documents so that they do not accurately reflect hours worked; altering another employee's timesheet or records, or causing someone to alter your timesheet or records.

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other Company policies, rules, or regulations, the employee will be subject to disciplinary action, up to and including termination.

Before or during imposition of any discipline, employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

Where appropriate, employee discipline other than termination may be applied by supervisors. Examples of employee discipline include:

VERBAL REPRIMAND

A "verbal reprimand" is a verbal warning to an employee that his/her conduct is unacceptable, and that repeated or continued failure to conform conduct or performance to the Company standards will result in more severe disciplinary action. A record of the notice of the verbal reprimand may be made and retained in the employee's personnel file.

WRITTEN REPRIMAND

A "written reprimand" describes the unacceptable conduct or performance of the employee and specifies needed changes or improvements. A copy of the written reprimand generally will be retained in the employee's personnel file.

SUSPENSION

Suspension of the employee's employment may, at the sole discretion of the Company, be used prior to termination. The length of the suspension will vary based upon such factors as the severity of the offense, the employee's performance, and the employee's disciplinary record. An employee may be suspended for repeated instances of minor misconduct, failure to conform his conduct or performance to the standards of his position, or for a single serious offense. A record of the suspension generally will be retained in the employee's personnel file.

TERMINATION

If an employee fails to conform his/her conduct or performance to the standards required by the Company, the Company may, in its sole discretion, terminate the employee's employment.

Notwithstanding the potential for less severe discipline before termination, the Company reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, terminate an employee without prior discipline.

VIOLENCE IN THE WORKPLACE POLICY

It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for clients and others with whom we do business. The Company has zero tolerance for violent acts or threats of violence.

The Company expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any employee or Company property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on Company premises will be subject to immediate discharge. If an employee, while engaged in Company business off the premises, commits or threatens to commit a violent act, that employee will be subject to immediate discharge.

Examples of workplace violence include, but are not limited to, the following:

1. All threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved.
2. All threats or acts of violence occurring off the Company's premises involving someone who is acting in the capacity of a representative of the Company.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

1. Hitting or shoving an individual.
2. Threatening an individual or his/her family, friends, associates, or property with harm.
3. Intentional destruction or threatening to destroy Company property.
4. Making harassing or threatening phone calls.
5. Harassing surveillance or stalking (following or watching someone).
6. Unauthorized possession or inappropriate use of firearms or weapons.

Employees within the Company share the responsibility in identification and alleviation of threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to their manager, a member of management, or Administaff. Employees must assume that any threat is serious. If you as an individual feel threatened and need protection, do not hesitate to report the situation to a manager. Any threat reported to a manager should be brought to the attention of management and Administaff.

Human Resources/Administaff will carefully investigate all reports, and employee confidentiality will be maintained to the fullest extent possible.

The Company's prohibition against threats and acts of violence applies to all persons involved in the Company's operation, including but not limited to personnel, contract, and temporary workers, and anyone else on Company property. Violations of this policy by any individual on Company property will lead to disciplinary action, up to and including termination and/or legal action as appropriate.

EMPLOYEE SAFETY AND HEALTH

It is the policy of the Company to provide its employees a safe and healthy workplace and to follow procedures aimed at safeguarding all employees. Accident prevention and efficiency in production go together; neither should be given priority over the other.

Safety is everyone's responsibility. Every manager is expected to devote the time and effort necessary to ensure the safety of employees at all times.

Responsibilities of the employee include:

1. Obeying the safety rules.
2. Following safe job procedures. Not taking short cuts.
3. Keeping work areas clean and free from slipping or tripping hazards.
4. Using prescribed personal protective equipment.
5. Immediately reporting all malfunctions to a manager.
6. Using care when lifting and carrying objects.
7. Observing restricted areas and all warning signs.
8. Knowing emergency procedures.
9. Reporting unsafe conditions to managers.
10. Promptly reporting every accident and injury to your manager.
11. Following the care prescribed by the attending physician when treated for an injury or illness.
12. Attending all employee safety meetings.
13. Participating in accident investigations, serving on safety committee or other loss control activities as needed.

Failure to observe these guidelines may result in disciplinary action, up to and including termination of your employment.

ERGONOMICS

The Company is subject to Cal/OSHA ergonomics standards for minimizing workplace Repetitive Motion Injuries (RMIs). The Company will take all steps to reduce exposure to ergonomic hazards by means of engineering controls, administrative controls and employee training. This Company encourages safe and proper work procedures and requires that all employees follow safety instructions and guidelines.

The Company believes that reducing ergonomic risk is a key factor in maintaining an environment of personal safety and well-being, and is essential to our business. We are committed to providing appropriate resources to create a risk-free environment.

If you have any questions about ergonomics, please contact your manager.

WORKPLACE ACCIDENTS

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your manager and/or Human Resources. If you or another employee is injured, you should contact outside emergency response agencies, if needed.

- All first report of injury claims must be reported **within 24 hours**. Call TeleClaim at **866-880-1777** to quickly and easily report any work-related injury, 24 hours a day. This call will initiate proper claim handling by notifying a claim professional who will send the "First Report of Injury" notification to the State as required.
- You may also **e-mail** the "First Report of Injury" report to **reportclaim@srsconnect.com** or **fax** it to **866-879-4777**. The Employee's Claim for Workers' Compensation Form (DWC-1) must be completed in all cases in which an injury requiring medical attention has occurred.
- If an injury does not require medical attention, the manager ***must still contact Teleclaims and state that the injury is just a Report Only*** in case medical treatment is later needed and to ensure that any existing safety hazards are corrected.

Federal law (Occupational Safety and Health Administration) requires that we keep records of all illnesses and accidents, which occur during the workday. The California State Workers' Compensation Act also requires that you report any workplace illness or injury, no matter how slight. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards that might be present on the job. Should you have any questions or concerns, contact your manager, Human Resources and/or Administaff for more information.

No matter how insignificant an injury may seem at the time of occurrence, ***you are required*** to notify the on-site manager or Administaff immediately of any workplace accident or injury.

DRUG FREE WORKPLACE POLICY

The policy of the Company is to maintain a drug free workplace. As a condition of continued employment, all Company employees must comply with this policy.

The term “workplace” is defined as:

1. Company property;
2. any Company sponsored activity;
3. or any other site where the employee is performing work for the Company or representing the Company.

The term “drug” as used in this policy includes

1. alcoholic beverages and
2. prescription drugs,
3. as well as illegal inhalants and illegal drugs and/or controlled substances as defined in schedules I through V of the Controlled Substances Act, 21 U.S.C. Sec. 812, 21 C.F.R. Sec. 1308, and the state and local law of the jurisdiction where the workplace is located, including, **but not limited to**, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines.

An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment.

Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, manufacture, purchase, attempted purchase, transfer, or cultivation of drugs, as defined above, in the workplace, as defined above. Employees are also prohibited from being at the workplace with a detectable amount of drugs in their system. However, the use and/or possession of prescription drugs, when taken as directed and obtained with a valid prescription, shall not be a violation of this policy.

Information regarding the availability of treatment programs, if any, such as assistance provided by Administaff’s health care plan coverage or drug and alcohol abuse rehabilitation programs and the requirements for participation in drug and alcohol abuse education and training programs, may be requested by contacting your Administaff Human Resource Specialist.

This policy is not intended to replace or otherwise alter the obligations of an Administaff client company to comply with requirements of the U.S. Department of Transportation or any other federal, state, or local agency that regulates drug testing administration or a particular industry.

COMPLAINT RESOLUTION PROCEDURE

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to your employment with the Company, you should follow the procedure described here for bringing your complaint to management's attention.

Step One

Discussion of the problem with your immediate manager is encouraged as a first step. If, however, you do not believe a discussion with your manager is appropriate, you may proceed directly to Step Two.

Step Two

If your problem is not resolved after discussion with your manager or if you feel discussion with your manager is inappropriate, you are encouraged to request a meeting with a representative of the Administaff Human Resource Department. In an effort to resolve the problem, the representative will consider the facts and may conduct an investigation.

The Company does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying the Company from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the Company deems disciplinary action appropriate.

Complaint Procedure

The Company provides its employees with a convenient and reliable method for reporting incidents of harassment, including sexual harassment. Any employee who feels that they have been or are being harassed, or discriminated against, is encouraged to immediately inform the alleged harasser that the behavior is unwelcome. In most instances, the person is unaware that their conduct is offensive and when so advised can easily and willingly correct the conduct so that it does not reoccur. If the informal discussion with the alleged harasser is unsuccessful in remedying the problem or if such an approach is either not possible or comfortable for the employee, the employee should immediately report the complained-of conduct to their immediate supervisor, manager, owner of the Company, or if necessary for resolution, to the Administaff Human Resource Department. If for any reason you do not feel comfortable reporting the complaint to anyone else, you may go directly to the Administaff Human Resource Department. The report should include all facts available to the employee regarding the harassment. To report a complaint, contact the Administaff **Anti-Harassment Hotline Number at 800-242-8893, ext. 3000 or 281-312-3000** in the Houston area.

SUGGESTIONS

We encourage all employees to bring forward their suggestions and good ideas about how our Company can be made a better place to work, our systems improved, and our services enhanced. When you see an opportunity for improvement, please talk it over with your manager.

All suggestions are valued and listened to. When a suggestion from an employee has particular merit, we provide for special recognition of the individual(s) who had the idea.

HOURS AND COMPENSATION POLICIES

HOURS OF OPERATION

By being ready, willing, and able to serve clients efficiently at any time and competing fairly in the marketplace and producing a quality product and service, we increase the opportunity for maintaining a steady flow of work. Our office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. Employees are however on a flex time schedule. Employees are allowed to flex their time schedule as long as it does not affect the time schedule for projects, and the office is manned during office hours. Company phones are to be placed on "Night Mode" at the designated time. The front desk and phones must have an employee present during business hours, this includes lunch hour and breaks.

Your manager, taking into consideration the needs of your area and your personal and commuting schedules, determines the hours of your work. Your Manager may also assign *Mandatory Overtime*.

REST AND LUNCH PERIODS FOR NON-EXEMPT EMPLOYEES

Engineering Solutions provides non-managerial employees a rest period of 10 minutes "net" rest time per four hours worked or major fraction thereof, and which insofar as practicable shall be in the middle of each work period. However, the Company generally will not authorize a rest period for employees whose total daily work time is less than three and one-half hours. Rest periods are counted as hours worked, and thus, employees are not required to record their rest periods on their time records. Rest breaks may not be combined with or added on to meal breaks nor may they be used to come to work 10 minutes late or leave 10 minutes early. All 10-minute rest breaks must be taken on Engineering Solutions premises. Your manager will advise you when you may take your breaks.

All non-managerial employees who work five or more hours in a day are required to take a 30-minute meal break. A second 30-minute meal break is required for employees who work over 10 hours in a day. Certain exceptions to the rule exist based on the number of hours worked and/or the nature of the employee's duties, but exceptions are uncommon, and you must have written authorization from your manager if you will not be taking a meal break. Employees taking their meal breaks must record their time on their time records when they begin and end their meal periods.

Your manager will usually assign your lunch period. In order to facilitate the smooth flow of business, lunch breaks may be staggered and may change to meet the needs of Engineering Solutions.

LACTATION BREAK

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time will be unpaid. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their immediate supervisor if they are requesting time to express breast milk under this policy. The Company does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

PAYDAY

All employees will be paid every other week on Friday. For paydays falling on a holiday, you will be paid the next business day. The pay week will run from Saturday through Friday. If you are absent on payday and someone else is to pick up your check, it will not be released without a signed, handwritten note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce identification satisfactory to management; otherwise, your check will not be released. Any deviations from this procedure must have prior approval from an officer of the Company.

Vacation pay will be paid on the regular pay cycle during which vacation is taken. If you resign with at least 72 hours notice, you will be paid on the date of separation for all wages and accrued unused vacation at the date of separation. If you resign with less than 72 hours notice, you will be paid for all wages and accrued unused vacation no later than 72 hours after notice is given. If you are terminated, you will be paid on the date of termination for all wages and accrued unused vacation, if any, at the date of termination.

DIRECT PAYROLL DEPOSIT

Direct payroll deposit is the automatic deposit of your pay into the financial institution account(s) of your choice. You have the freedom to change your deposit selections at any time

Another alternative for employees is the direct deposit debit card. It is a convenient alternative to traditional checking accounts. Employees who choose this option will have their entire paycheck automatically deposited into their debit card account each pay period, or a designated portion deposited into other banking accounts. For a small fee, funds can then be withdrawn at ATM machines or used to make purchases at retailers that accept debit cards.

Please access additional information through the Employee Service Center at www.adminstaff.com under Direct Deposit.

MANDATORY DEDUCTIONS FROM PAYCHECK

The Company is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state, and local income taxes, and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify this number, please request a new W-4 form from Human Resources or Administaff immediately. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes. W-2 forms will be mailed no later than January 31 following the end of each calendar year.

Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained whenever the Company is ordered to make such deductions.

ABSENTEEISM AND TARDINESS

The Company is able to secure work based upon our estimates of performance and our history of reliability. Therefore, the Company expects all employees to assume diligent responsibility for their attendance and promptness. Continued dependability, quality, and pride of service are factors over which each individual employee has a great deal of influence. If you are absent and cannot perform your duties on time, or if you produce substandard work, then we all pay the price by losing the confidence of the client.

The work schedule is constructed around the maximum working hours and capabilities of the staff. It is extremely important that you be punctual in your arrival for work at the beginning of the workday or shift to which you are assigned. If you know that you will be absent or late arriving for work, notify your manager as soon as possible but within one (1) hour prior to the start of your work shift each day of your absence, unless you are granted an authorized medical or family medical leave. In the event of a disabling sickness or accident while performing your duties, notify your manager immediately.

If you are absent for more than three consecutive workdays, a statement from a physician is required before you will be permitted to return to work. In such instances, the Company also reserves the right to require you to submit to an examination by a physician designated by the Company at its discretion.

Unexcused or excessive absenteeism or tardiness is grounds for disciplinary action, up to and including termination. If you are absent for three or more consecutive business days and fail to properly report your absences, this will be considered a resignation of your position and your employment will be terminated for abandonment of your job.

Reporting Off

It is the employee's responsibility to report all absences to their immediate supervisor/manager at least one hour (1) prior to the start of their shift. An employee who fails to report off to their immediate supervisor/manager will not be considered to have properly reported off. Failure to properly report off, will result in a No Call No Show.

1. Unacceptable Reporting Off

- Text Message
- Leaving a voice message on a co-workers phone
- Sending an email to your manager, supervisor or co-worker
- Having a family member or a friend call in your absence, unless you are incapacitated and are completely unable to call in your absence

2. Acceptable Reporting Off

- Your absence must be reported to your immediate supervisor/manager
- You can leave a voice mail message for your immediate supervisor/manager on his/her direct line.

MAKE-UP TIME

The Company allows the use of make-up time when non-exempt employees need time off to tend to personal obligations. Make-up time worked will not be paid at an overtime rate. Making up your time *does not excuse* your absence or lost time from work due to arriving late or leaving early.

Employees may take time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

Make-up time requests must be submitted in writing to your manager, with your signature. Requests will be considered for approval based on the legitimate business needs of the Company at the time the request is submitted. A separate written request is required for each occasion that the employee requests make-up time.

If you request time off which you will make up later in the week, ***you must submit your request at least 24 hours in advance of the desired time off.*** If you request to work make-up time first in order to take time off later in the week, you must submit your request at least 24 hours before working the make-up time. **Your make-up time request must be approved in writing before you take the requested time off or work make-up time, whichever is first.**

All make-up time must be worked in the same workweek as the time taken off. Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to a personal obligation.

If you take time off and are unable to work the scheduled makeup time for any reason, the hours missed will normally be unpaid. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If you work make-up time in advance of time you plan to take off, you must take that time off.

An employee's use of make-up time is completely voluntary. The Company does not encourage, discourage or solicit the use of make-up time.

TIME SHEETS

The time sheet is used for payroll records that must be maintained accurately at all times. Employees must sign their own time sheet. Any discrepancies regarding overtime should be resolved by the manager before transmittal to the Payroll contact for payment.

OVERTIME FOR NON-EXEMPT EMPLOYEES

It should be recognized that overtime and additional work other than that which is regularly scheduled may be required.

Overtime will be paid to eligible, non-exempt employees in accordance with applicable federal, state and local laws. If you are a non-exempt employee, you will be eligible to receive overtime pay of one and one-half times your regular hourly wage for hours worked over eight hours per day or 40 hours in one week, and for the first eight hours worked on the seventh consecutive day of work in the same workweek. Additionally, non-exempt employees will be paid twice their regular rate of pay for hours worked over 12 in a day and over eight on the seventh consecutive day of work in the same workweek. If, during that week, you were away from the job because of a job-related injury, paid holiday, jury or witness duty, sick day, or vacation day, those hours not worked will not be counted as hours worked for the purpose of computing overtime pay.

Your immediate manager *must authorize* all overtime prior to its occurrence. All overtime will be clearly noted on your time sheet and should be initialed by your immediate manager. Failure to obtain manager's authorization prior to working overtime will result in immediate disciplinary action up to possible termination of employment. Based on business necessity; overtime may be required by your supervisor.

TRAVEL

Engineering Solutions reimburses employees for the expenses of travel, including the cost of transportation, meals, lodging, and compensation when appropriate, provided such travel is approved and performed in the course of conducting Engineering Solutions business.

Activities that normally justify the reimbursement of travel expenses include calling on clients, prospects, and suppliers and the attendance at business meetings, conventions, and seminars or other selected educational functions related to the employee's job that are made mandatory by management.

Common carrier transportation will be utilized for trips, provided suitable scheduling is available. Employees are expected to exercise prudence in their selection of local transportation to their destination. When practical, employees are expected to use an Engineering Solutions car or personal car for short distance travel. Non-exempt employees will be compensated for time spent traveling on out-of-town business trips.

All employees normally are expected to travel coach or economy class and to stay and eat in moderately-priced establishments while traveling on Engineering Solutions business.

Obtaining Authorization for Travel

Travel must be for business related purposes and approved in advance. For employees, the most immediate supervisor with expenditure approval authority that exceeds the estimated expense of the travel should authorize the trip.

Volunteer Travel Seminars / Educational Functions

The Company recognizes the importance and value that employees with certifications in their areas of expertise bring to the organization. Certifications are an avenue for employees to increase their knowledge, qualifications and marketability.

Time off to attend seminars or other selected educational functions, *not required* by Engineering Solutions, will be considered a vacation day and paid through your vacation hours available.

EXEMPT EMPLOYEE REDUCTION OF SALARY

Exempt employees are paid on a salary basis and, in general, must be paid their full salary for any week in which they perform work. Their salary may be reduced only in the following circumstances:

1. Employees who are absent from work for at least a full day for personal reasons other than sickness or disability will not be paid for that day unless they have accrued paid time off under Engineering Solutions paid time off, vacation or sick policy, if any.
2. Exempt employees who are absent for at least a full day because of sickness or disability will not be paid for that day unless they have accrued paid time off under Engineering Solutions policy that provides payment for time missed due to sickness or disability and the absence qualifies for pay under such policy. Their salary will not be reduced for less than a full day because of sickness or disability.
3. Employees who are absent from work for jury duty, attendance as a witness, or military leave may have their salary reduced by the amount of payment they receive in the form of jury fees, witness fees, or military pay. Their salary will not be reduced by the number of hours or days they are absent unless they perform no work during a given week.
4. Employees who work less than 40 hours during their first and/or last week of employment will be paid a proportionate part of their full salary for the time actually worked.
5. Employees who take leave under the Family and Medical Leave Act and/or the California Family Rights Act will not be paid for that time unless they have accrued paid time off under Engineering Solutions's paid time off, vacation, sickness, or disability policy, if any. Their salary will be reduced by the hours missed, even if it is for less than a full day.

Prohibited Reductions/ Complaint Procedure

Any salaried exempt employee whose salary is reduced in violation of this policy will be reimbursed. If you feel your salary has been improperly reduced, please notify your Administaff Human Resource Specialist. The employee will not be penalized in any way for making such a complaint.

This policy is intended solely to implement FLSA and state regulatory requirements, will be applied and modified as necessary in accordance with such requirements, and is not to be considered any type of contract.

ERROR IN PAY

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, contact Administaff/Human Resources immediately. The Company will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

OPERATIONS POLICIES

APPEARANCE

All employees should use good judgment with regard to dress and appearance. Employees should dress in a manner that is consistent with the place and type of work they perform.

Please contribute to a positive work environment by maintaining high standards of neatness, grooming, and personal hygiene. Also, please keep in mind that some individuals may be allergic to such things as perfumes, colognes, and lotions. If you use such items, please use them in moderation and with consideration for those around you.

Unacceptable Dress and Appearance include but is not limited to:

- Torn and unclean clothing;
- T-Shirts; (*T-Shirts are permitted on Casual Friday*)
- Clothing that includes inappropriate language including sexual gestures and/or innuendos and gang affiliation
- Halter tops, including tank tops;
- Revealing clothing;
- Low riser pants and/or jeans;
- Any clothing that exposes undergarments;
- Offensive tattoos, including but not limited to racial tattoos and sexual tattoos.
- Visible body piercing

CLIENT RELATIONS

The Company strives to consistently provide clients with a product and service that is of exceptional quality and value.

In order to realize our commitment to excellent client service, we expect the following from each of our employees:

- Provide courteous service in a prompt and efficient manner.
- Establish and maintain positive relationships with clients by gaining their trust and respect through professional, honest interaction.
- Handle complaints quickly and professionally. Never argue with a client. If you are unable to resolve the complaint to the client's satisfaction, review the situation with your manager.
- Communicate with clients in a professional manner whether in person, over the phone, or via e-mail.
- Follow up on requests and/or questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
- Take great pride in your work and enjoy doing your very best

Always remember that you are the Company to our clients and our reputation and the client's perception of the Company is attributed to each employee.

OUTSIDE EMPLOYMENT

Employees may hold outside jobs so long as they meet the performance and scheduling standards of their job with the Company. All employees will be judged by the same performance standards and will be subject to scheduling demands, regardless of any existing outside work requirements.

If it is determined that an employee's outside work conflicts or interferes with performance, safety, or the ability to meet the requirements of the Company as they are modified from time to time, the employee may be asked to terminate the outside employment if the employee desires to remain with the Company.

Outside employment that constitutes a conflict of interest is prohibited. Employees also may not receive any income or material gain from individuals outside the Company for materials produced or services rendered while performing their jobs with the Company.

PERSONAL PHONE CALLS AND PERSONAL BUSINESS

During business hours, you are requested to keep personal calls to an absolute minimum. No long distance or toll calls such as directory assistance, other than Company business calls, are to be made from Company telephones. If it is absolutely necessary that you make a toll call from work, you must charge it to your personal calling card or home number. Telephone records are subject to periodic review by management.

If you need to leave the worksite to conduct personal business, you must first obtain permission from your immediate manager. This will allow us to make modifications to the work schedule if necessary and will keep us aware of your activities during the day. Personal visits of friends and family members to the worksite are discouraged.

USE OF CELL PHONES WHILE AT WORK

The use of a personal cell phone while at work may present a hazard or distraction to the user and/or co-employees. In addition, cell phone can cause interference with computer systems and phone systems. This policy is meant to ensure that cell phone use while at work is both safe and does not disrupt business operations.

Use of Cell Phones While at Work

Unless otherwise authorized, employees may only use personal cell phones for an emergency. Personal Cell Phone usage is restricted to your breaks and lunch period, and must be used outside of the company office.

Additional Cell Phone Functions and Services

In addition to telephone service, many cell phones or cellular providers offer a host of additional functions and/or services, including text messaging and digital photography. It is not possible to list all of the services that are now, or may become available. Employees are strictly prohibited from using any of these services while at work.

Discipline

Violation of this policy will subject an employee to disciplinary action up to and including immediate termination.

COMPANY CELL PHONE USE GUIDELINES

It is the policy of Engineering Solutions to provide a company cellular phone for business use. Company cellular phones are the property of Engineering Solutions and their use must be properly documented. These guidelines must be followed when using a cellular phone issued by Engineering Solutions.

1. Company cellular phones will be assigned to those employees who have a job-related need for them.
2. You may be required to leave your company issued cellular phone at the office when leaving for vacation, company holidays and/or a leave of absence.
3. Employees issued cellular phones for business use will be expected to carry the phone on their person as directed by their supervisor.
4. Employees are not permitted to use a company cellular phone for personal use without prior, written approval of their supervisor.
5. Any cellular phone expenses for personal use will not be paid by the company and are the employee's personal responsibility, or must be reimbursed with a signed payroll deduction authorization form.
6. Lost or stolen cellular phones are the employees' responsibility and must be reported immediately.

Upon termination of employment for any reason, the employee must return the company cellular phone to Engineering Solutions.

SAFETY ISSUES FOR CELLULAR PHONE USE

- Engineering Solutions values its employees and expects its employees to put safety first while driving. Employees whose job responsibilities include regular or occasional driving and who are issued a cellular phone for business use are expected to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and park the vehicle in a safe location before placing or accepting a call. Employees are strongly encouraged to utilize hands-free device

- If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free equipment if available, refrain from discussion of complicated or emotional discussions and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area.
- In situations where job responsibilities include regular driving and accepting of business calls, hands-free equipment will be provided to facilitate the provisions of this policy.
- Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.
- Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.
- These are standard operating procedures and any violation of the above guidelines by an employee will be subject to disciplinary action, up to and including termination of employment.

USE OF COMMUNICATION SYSTEMS

It is the intent of the Company to provide the communication systems necessary for the conduct of its business. Employees are expected to adhere to proper use of all communication systems. These include but are not limited to the Telephone, Electronic Mail (E-Mail), Facsimile, Internet, Corporate Intranet, Voicemail, Computer Terminals, Modems and Systems Software. Employees are permitted use of Company property and must comply with Company policies and procedures regarding its use.

The communication systems are owned and operated by the Company and are to be used for the business of the Company. Employees should have no expectation of privacy of any correspondence, messages or information in the systems.

The Company reserves the right to access and disclose all such messages sent for any purpose. All such messages, regardless of content or the intent of the sender, are a form of corporate correspondence, and are subject to the same internal and external regulation, security and scrutiny as any other corporate correspondence. E-mail communications must be written following customary business communications practices as is used in Company correspondence. E-mail communications are official internal Company communications, which may be subject to summons in legal proceedings. Work-related messages should be directed to the affected employee(s) rather than sending a global message to all employees.

The Company's communication systems shall not be used as a forum to promote religious or political causes, or an illegal activity. Offensive or improper messages or opinions, transmission of sexually explicit images, messages, cartoons, or other such items, or messages that may be construed as harassment or disparagement of others based on race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, physical disability, mental disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered

domestic partner status, gender (including sex stereotyping), medical condition (including, but not limited to, cancer related or HIV/AIDS related), sexual orientation are also prohibited on the Company's communication systems.

Employees shall not attempt to gain access to another employee's personal communications system and messages. The Company, however, reserves the right to access an employee's messages at any time, without notice to the employee.

Any violation of these guidelines may result in disciplinary action, up to and including termination.

INTERNET CODE OF CONDUCT

Access to the Internet has been provided to staff members for the benefit of the organization and its clients. It allows employees to connect to information resources around the world. Every staff member has a responsibility to maintain and enhance the Company's public image, and to use the Internet in a productive manner. To ensure that all employees are responsible, productive Internet users and are protecting the Company's public image, the following guidelines have been established for using the Internet.

Acceptable Use of the Internet

Employees accessing the Internet are representing the Company. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical and lawful manner. Internet Relay Chat channels may be used to conduct official Company business, or to gain technical or analytical advice. Databases may be accessed for information as needed. E-mail may be used for business contacts.

Unacceptable Use of the Internet

The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-Company business, or any use of the Internet for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of the Company network or the network of other users. It must not interfere with your productivity.

Communications

Each employee is responsible for the content of all text, audio or images that they place or send over the Internet. Fraudulent, harassing or obscene messages are prohibited. All messages communicated on the Internet should have your name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane, or offensive language may be transmitted through the system. Employees who wish to express personal opinions on the Internet are to use non-Company Internet systems.

Software

To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software. All software downloads require prior management approval.

Copyright Issues

Staff members while using the Internet may not transmit copyrighted materials belonging to entities other than the Company. One copy of copyrighted material may be downloaded for use in research. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the Company, up to and including immediate termination, or legal action by the copyright owner.

Passwords

While our Systems may accommodate the use of passwords for security, the reliability of such for maintaining confidentiality cannot be guaranteed. Individual passwords do not prevent the Company from accessing your files.

You are required, however, to disclose your password(s) to your manager because your system may need to be readily accessed by the Company when you are absent. Never disclose personal or system passwords to anyone other than authorized Company representatives.

Employees will not attempt to gain access to another employee's E-mail, or Voice Mail messages. However, the Company reserves the right to access an employee's messages at any time, without notice, to the employee.

Security

All messages created, sent or retrieved over the Internet are the property of the Company, and should be considered public information. The Company reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate. Internet messages are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. You cannot change your computer password without permission from your manager.

Harassment

Harassment of any kind is prohibited. Messages with derogatory or inflammatory remarks about an individual or group's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, physical disability, mental disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner status, gender (including sex stereotyping), medical condition (including, but not limited to, cancer related or HIV/AIDS related), sexual orientation will not be permitted.

Violations

Violations of any guidelines listed herein may result in disciplinary action, up to and including immediate termination. If necessary, the Company will advise appropriate legal officials of any illegal violations.

EMPLOYMENT OF RELATIVES

The Company permits the employment of qualified relatives of employees so long as such employment does not, in the opinion of the Company, create actual or perceived conflicts of interest. For purposes of this policy, "relative" is defined as a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. The Company will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood, marriage, or in a domestic partner relationship are permitted to work in the same Company facility, provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that the other relative could influence one relative's work responsibilities, salary, or career progress.
- No relatives are permitted to work in the same department or in any other positions in which the Company believes an inherent conflict of interest may exist.

This policy applies to all categories of employment at the Company, including regular, temporary and part-time classifications.

The company reserves the right to rescind this policy at any time, without notice.

GIFTS AND FAVORS

No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other thing of monetary value that might influence, or appear to influence, the judgment or conduct of the employee in the performance of their job.

Employees can accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) so long as the gifts or favors have a market value customary in the industry, and do not influence or appear to influence the judgment or conduct of the employee. Please discuss any exceptions to this amount with your manager.

Employees are not to give, offer, or promise directly or indirectly anything of value to any representative of a client, a potential client, a vendor or potential vendor, financial institution or potential financial institution with whom the Company has or may have a business relationship.

SOLICITATIONS AND DISTRIBUTION OF LITERATURE

It is the intent of the Company to maintain a proper business environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature.

Group meetings for solicitation purposes, distributing literature, circulating petitions in work or sales areas is prohibited unless it is approved by the on-site manager as a Company-sponsored event. The following guidelines will apply throughout the Company:

- Employees will not engage in any solicitation of other employees for any purpose whatsoever during working hours in work areas.
- The Company's facilities may not be used as a meeting place that involves solicitation and/or distribution of literature.
- In order to maintain good client relations and preserve the professional work environment, employees may not wear any insignia, badge, or button on their person, nor display any insignia, badge, or button on their desk or in their work area, excluding professional designation awards, except as allowed by law.
- Management will approve and post all information that is displayed on the Company's bulletin board or make available for review or distribution to employees.
- Trespassing, soliciting or distributing literature by non-employees is prohibited on Company premises.

COMPANY PROPERTY

In an effort to ensure the safety and welfare of employees and invitees, the Company reserves the right, on reasonable suspicion that Company policy is being violated, to conduct searches or inspections which includes, but is not limited to, employee's work area, desks, and any other property located on Company premises or work sites. Entry on Company premises or work sites constitutes consent to searches or inspections.

COMPANY VEHICLES

The following are specific policies related to vehicles leased or owned by Engineering Solutions:

1. Employees must have a valid driver's license and be insurable by Engineering Solution's automobile insurance carrier. Any changes in the status of your driver's license (revocation, suspension, DUI, etc.) must be immediately reported to your manager.
2. Obey all traffic laws and speed limits; wear seat belts at all times, maintain a safe speed for road, traffic, and weather conditions; practice defensive driving techniques.
3. Daily records must be kept for all mileage driven.

4. Vehicle owned by Engineering Solutions will be driven only for transportation to approved destinations and will not be driven for private use unless arrangements have been made in advance.
5. Only authorized employees are permitted to drive or ride in an Engineering Solutions vehicle.
6. Only the driver assigned to the vehicle is authorized to sign for gasoline, oil, etc. All charge receipts must include: Name and Address of the Vendor, Date of Purchase, Number of Gallons Purchased, Amount Paid, License Plate Number.
7. Alcohol or illegal drugs will **not** be allowed in a Engineering Solutions vehicle at any time.
8. No driver who has been drinking alcoholic beverages or who has in their system either illegal drugs or legal drugs that may affect driving abilities will be allowed to drive a company vehicle.
9. Vehicles must be properly maintained and kept clean at all times.
10. Report accidents to management immediately, regardless of perceived damage.
11. Any damage to a company vehicle caused by employee carelessness or neglect is the responsibility of the employee. In the event of damage, the employee assigned to the vehicle will be responsible for expenses up to the current insurance deductible. Any employee who misuses a company vehicle or is no longer insurable by the company's insurance carrier may be subject to dismissal.

PERSONAL VEHICLES

Employees may use their personal vehicles on official Engineering Solutions business provided prior approval has been obtained from their manager. A mileage rate based on acceptable and current Engineering Solutions guidelines will be paid to employees who use their personal vehicle on official Engineering Solutions business. *Minimum insurance requirements as specified by the Engineering Solution's insurance carrier must be in effect at the time the employee's personal vehicle is used and the employee may be required to provide proof of insurance.* Employee's driving their personal vehicles for company business must have proof of a valid driver's license.

WEAPONS

It is the intent of the Company to provide a safe and secure workplace for employees, clients, visitors and others with whom we do business. The Company expressly forbids the possession of firearms on Company property. The Company has a "zero tolerance" guideline for possession of any type of weapon, firearm, explosive, or ammunition. Company property includes, but is not limited to, all Company facilities, vehicles, and equipment, whether leased or owned by the Company or its client. In addition, firearms in employee-owned vehicles parked on Company property are strictly forbidden.

The possession of firearms on Company property may be cause for discipline including immediate termination of employment. In enforcing this guideline, the Company reserves the right to request inspections of any employee and their personal effects, including personal vehicles while on Company premises. Any employee who refuses to allow inspection will be subject to the same disciplinary action as being found in possession of firearms.

Employees within the Company share the responsibility of identifying violators of this guideline. An employee who witnesses or suspects another individual of violating this guideline should immediately report this information to their on-site manager.

SMOKING

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in Company offices and facilities is strictly prohibited. Because the Company may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in any non-smoking area may be subject to disciplinary action, up to and including termination. Please contact your on-site manager or the Human Resource Department if you have any questions regarding the smoking policy. Complaints regarding violations of this policy may be filed under the Company's complaint resolution procedure, which is described elsewhere in this section of the handbook.

Breaks

Employees may smoke outside in designated areas during breaks. When smoking or otherwise using tobacco products outside, do not leave cigarette butts or other traces of litter or tobacco use on the ground or anywhere else.

No additional breaks beyond those allowed under the Company's break policy may be taken for the purpose of using tobacco products. Dispose of any litter properly in the receptacles provided for that purpose.

Client Location

Please remember to conform to the smoking or tobacco use policies of our clients when working at a client's site.

LEAVE OF ABSENCE POLICIES

FEDERAL FAMILY AND MEDICAL LEAVE ACT AND CALIFORNIA FAMILY RIGHTS ACT

Administaff grants family and medical leaves of absence to “eligible employees” for the following:

1. the birth of an employee’s child or to care for the newborn child;
2. the placement of a child with the employee for adoption or state-approved foster care;
3. the care of an employee’s spouse, child, or parent (“family member”) who has a serious health condition; or
4. the employee’s serious health condition which prevents the employee from performing any one essential function of the employee’s position.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.

Eligible Employee

An active full-time or part-time employee is eligible for family and medical leave under The Family and Medical Leave Act of 1993 (“the Act” or FMLA) and the California Family Rights Act (CFRA) provided that on the date the employee requests leave:

1. He has been employed by Administaff or Engineering Solutions for at least 12 months; and
2. He has worked 1,250 hours during the 12-month period immediately preceding the commencement of leave.

Length of Leave

An eligible employee is entitled to a total of 12 weeks of unpaid leave within a 12-month period. The amount of leave available to an employee will be calculated by looking backward at the amount of leave taken within the 12-month period immediately preceding the first date of leave. Leave taken for the care of a newborn child or placement for adoption or foster care must be taken within 12 months of the birth or placement of the child. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. Administaff, however, will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks duration on any two occasions. If both parents are employed by Administaff, and are eligible for leave, except for leave due to the employee’s serious health condition, the two may take a combined total of 12 weeks. Intermittent leave or a reduced schedule may be approved for the employee’s serious health condition or a family member’s serious health condition where medically necessary and where the need for such leave is best accommodated through such scheduling. An employee requesting intermittent leave/reduced schedule may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position if such a position better accommodates the need for intermittent leave/reduced schedule.

Substitution of Paid Leave

An employee taking family and medical leave due to the employee's serious health condition must substitute all accrued sick leave, unused paid vacation, personal leave, paid time off and short-term salary continuation, if applicable, before continuing leave on an unpaid basis. An employee taking leave for reasons other than an employee's own serious health condition must exhaust all accrued unused paid vacation, personal leave and paid time off before continuing leave on an unpaid basis. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement.

Employee Notification Requirements

If an employee expects to take family and medical leave, the employee must notify the Administaff Ancillary Benefits Group of the intention to take leave at least 30 days in advance of the expected leave. Following proper notification, the employee must complete a Leave of Absence Request form and provide any required medical certification.

If the need for leave is not foreseeable, the employee must provide notification of leave to the Administaff Ancillary Benefits Group as soon as is practicable under the circumstances. An employee's failure to provide 30 days advance notification for foreseeable leave may result in a delay of leave.

Medical Certification

An employee who takes leave for the employee's serious health condition or to care for a family member with a serious health condition must submit to the Administaff Ancillary Benefits Group written medical certification of the need for such leave from the applicable health care provider. Failure to provide the certification in a timely manner may result in a delay of leave. Administaff may request a second or third medical opinion at Administaff's expense for verification of an employee's serious health condition. The opinion of the third health care provider, who is approved jointly by Administaff and the employee, shall be final and binding on Administaff and the employee. In addition, while the employee is on leave, Administaff may require the employee to provide periodic recertification of the employee's medical condition (not to exceed once every 30 days) and Administaff may inquire as to the employee's intentions to return to work.

An employee on uninterrupted, continuous leave due to the employee's own serious health condition will be required to provide a job-related medical certification of fitness before the employee is allowed to return to work. Failure to provide this certification may result in the delay or denial of job restoration.

Benefits Continuation

The same health care benefits coverage provided to an employee on the day prior to taking family and medical leave will be maintained during the 12-week leave, provided the employee continues to pay any required contribution for benefits. Employees who are on leave are responsible for making their periodic payment of the required contribution to Administaff at the following address.

Attn: Ancillary Benefits Group MC 3-2710
Administaff
19001 Crescent Springs Drive
Kingwood Texas 77339-3802

Upon completion of the 12-week leave, or if an employee fails to return to work at the end of the leave, a loss of coverage will occur, and continuation of health care coverage would be offered through COBRA. An employee who does not return from leave may be required, under certain circumstances provided by the Act, to reimburse Administaff for any employee contributions paid by Administaff or Engineering Solutions while the employee was on unpaid leave.

While on leave, an employee must continue to pay the employee's contributions or loan payments for any applicable benefits which would otherwise be automatically deducted from the employee's wages (e.g., supplemental life insurance, credit union loans, 401(k) loans). Contact your Administaff Payroll Specialist for details regarding employee contributions and/or loan payments.

The period of time an employee is on family and medical leave will be treated as continued service for purposes of vesting and eligibility to participate under any available pension or retirement plan. Absences due to leave will not be counted as time worked for the purpose of seniority or computing vacation, sick leave or personal days.

Job Restoration

An employee will be returned to the same or an equivalent position when the employee returns from family and medical leave, with no loss of benefits accrued prior to leave. An employee who does not return to work at the end of an authorized leave is subject to termination of employment. In the event an employee's position with Administaff and Engineering Solutions is affected by a decision or event not related to the employee's leave of absence, e.g., job elimination due to a reduction in force, the employee will be affected to the same extent as if he/she was not on leave.

Certain "key employees" as defined under The Family and Medical Leave Act of 1993 may not be eligible to be restored to the same or an equivalent position after leave if doing so would cause substantial and grievous economic injury to the operations of Engineering Solutions. Administaff will notify such employees of their "key employee" status and the conditions under which job restoration will be denied, if applicable.

Family Leave and Pregnancy

Leave from work because of the employee's disability due to pregnancy, childbirth or related medical condition is not counted as time used for CFRA leave, but is counted as time used for FMLA leave. Pregnant employees may have the right to take a pregnancy disability leave (PDL) in addition to family or medical leave. See Pregnancy Disability Leave in this section. An employee who is on pregnancy disability leave is entitled to 12 weeks of CFRA (care of newborn child) after the exhaustion of PDL leave and FMLA leave unless the employee has not given birth or the other parent is also an Administaff employee and has exhausted the CFRA leave.

Workers' Compensation and Family and Medical Leave

With some exceptions, an absence related to a workers' compensation injury is not counted against an employee's family and medical leave entitlement. If an employee who was injured on the job and as a result who suffered a "serious health condition" declines the offer of a medically-approved "light duty" position, the employee should notify Administaff's Human Resource Department that he chooses to exercise his family and medical leave rights, if he is so eligible. If the employee accepts the "light duty" position in lieu of any family and medical leave or returns to work within 12 weeks after the date of the injury, the employee will retain his right to be restored to the same or an equivalent position until 12 weeks have passed unless a decision or event not related to the employee's leave of absence occurs which results in the termination of the employee or the elimination of the job position.

Questions About Family and Medical Leave

If you have any questions about your rights or responsibilities under this policy, contact the Administaff Ancillary Benefits Group.

Administaff and Engineering Solutions will comply with all applicable federal, state and local laws in administering this policy.

PREGNANCY DISABILITY LEAVE

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.

All female employees should advise Human Resources of their intent to take pregnancy disability leave as soon as possible. The individual should make an appointment with the designated manager so that the following may be explained:

1. If the need for the leave or transfer is foreseeable because of the pregnancy, employees must provide at least 30 days of advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with their manager regarding the scheduling of any planned medical treatment or supervision so as to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the health care provider of the employee. If 30 days of advance notice is not possible, notice must be given as soon as practicable.
2. Employees who need to take pregnancy disability must provide at least verbal notice sufficient to notify the Company that the employee needs to take a pregnancy disability leave and/or transfer. The verbal notice should include the anticipated timing and duration of the leave or transfer.
3. If requested by the employee and recommended by the employee's health care provider, the employee's work assignment may be changed as required to protect the health and safety of the employee and her child.
4. Requests for temporary transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached.

5. Temporary transfers due to health considerations will be granted where possible.
6. Pregnancy leave usually will begin when ordered by the employee's health care provider. If requested, the employee must provide the Company with a certification from a health care provider. The certification indicating disability should contain:
 - a. The date on which the employee became disabled due to pregnancy;
 - b. The probable duration of the period or periods of disability; and
 - c. Statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
7. A return from leave will be allowed only when the employee provides a release to the Company from her health care provider.
8. An employee will be required to use all accrued sick time, if any is available, during a pregnancy disability leave. An employee will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a pregnancy disability leave.
9. Duration of the leave will be determined by the advice of the employee's health care provider, but disabled employees may take up to four months. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth or related medical condition. This includes leave for severe morning sickness and for prenatal care.
10. When an employee is eligible for FMLA leave, FMLA leave will run concurrently with pregnancy disability leave.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position with the same pay rate/salary, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on pregnancy disability would have been laid off had she not gone on leave, or if the employee's position has been eliminated due to a reduction in force, and there are no equivalent or comparable positions available, then the employee would not be entitled to reinstatement.

Absences due to pregnancy disability leave will not be counted as time worked for the purpose of computing seniority, vacation, sick leave, or personal days.

While on leave, group health insurance will be continued as is provided for in the Continuation of Benefits policy.

CONTINUATION OF BENEFITS

It is the policy of Administaff to provide the following health care benefits to employees who are away from work.

All active full-time employees covered by the Administaff Benefit Plan will be eligible to continue medical coverage for up to 12 weeks following the beginning of a leave for:

- An authorized, paid or unpaid leave of absence; or
- A temporary lay-off due to lack of work.

An employee who is away from work for one of the above stated reasons must pay his share of employee coverage, including dependent coverage, if any, to maintain health care coverage during the time away from work. Upon the expiration of 12 weeks, or if an employee fails to pay his employee contribution for benefits within 30 days from the established due date communicated to the employee and no applicable state or federal law provides otherwise, the employee's health care coverage, including dependent coverage, will be terminated. An employee will be offered coverage through COBRA upon the expiration of 12 weeks in accordance with applicable law.

PERSONAL NON-FMLA LEAVE OF ABSENCE

Employees may be granted a leave of absence to attend to personal matters in situations in which the Company determines that an extended period of time away from the job will be in the best interest of the employee and the Company.

Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee's manager 30 days prior to commencement of the leave period, or as soon as is practicable. The manager will forward the request to the appropriate manager recommending approval or denial. Management will make the final decision concerning the request. All employees on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their manager.

Employees on personal leave will be required to use all accrued vacation days while on leave before going unpaid. The Company will continue health insurance and other benefits to employees on leave for no longer than 12 weeks from the beginning date of leave so long as the employee continues to pay any employee portion of the contribution. Benefits that accrue according to length of service, such as paid vacation, holiday, personal and sick days, do not accrue during periods of leave.

Employees returning from a personal leave due to an illness or injury must provide a job-related release indicating their ability to perform the functions of their job. Any restrictions must be noted on the release.

Employees on an authorized personal leave of absence may not perform work for any other employer that is considered by the Company to be an actual or potential conflict of interest.

It is possible that an employee returning from a personal leave of absence may not be returned to the same job position that they held before taking leave. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave time, the employee will be considered to have voluntarily terminated employment with the Company.

STATE DISABILITY INSURANCE

Employees in California pay premiums through payroll deduction for State Disability Insurance. Benefits generally commence on the eighth (8th) consecutive calendar day of absence due to illness or injury that is non-work related. Payments are based on the amount of wages earned in the qualifying period. For additional information please visit the California State Disability website at www.edd.ca.gov.

FAMILY TEMPORARY DISABILITY INSURANCE (FTDI)

Effective January 1, 2004, the Family Temporary Disability Insurance Act (FTDI) will increase employee payroll contributions to the State Disability Insurance (SDI) fund. Employees are eligible for state disability insurance payments for qualifying leaves of absence beginning on or after July 1, 2004. In order to receive benefits, employees must file a claim for disability benefits with California's Employment Development Department (EDD). Claim forms can be obtained online at www.edd.ca.gov.

Under the FTDI, employees are eligible to receive up to six weeks per year of state disability insurance payments for leave for:

1. the care of a seriously ill child, spouse, parent or domestic partner;
2. the birth of a child of the employee or domestic partner; or
3. the adoption or foster care placement of a child of the employee or domestic partner within one year of placement.

FTDI does not create a new right to a leave of absence. Employees may be eligible for leave under state and federal leave laws, including Pregnancy Disability Leave, CFRA and FMLA. Employees are required to use up to two weeks of accrued but unused vacation or PTO time prior to collecting benefits under FTDI.

SCHOOL OR DAY CARE ACTIVITY LEAVE

An employee who is the parent or guardian or grandparent of a child in kindergarten or grades 1 through 12, or of a child attending a licensed day care facility, may take up to 40 hours of leave per calendar year for the purpose of participating in activities of the school or licensed day care facility. This leave is limited to no more than eight hours per month. Prior to taking school or day care activity leave, employees must give reasonable advance notice to their supervisor of the need for the leave.

Employees taking school or day care activity leave shall utilize any accrued vacation. If no paid leave is available, the employee may take the time off without pay. Employees shall be required to submit documentation from the school or licensed day care facility as proof that the employee did attend the school or day care activity on a specific date and time.

MILITARY LEAVE OF ABSENCE

A leave of absence without pay for military or reserve duty is granted to full-time regular and part-time regular employees. If an employee is called to active military duty or the reserve or National Guard training, or if an employee volunteers for the same, the employee should submit copies of military orders to the on-site manager as soon as possible. The employee will be granted a military leave of absence without pay for the period of military service, subject to and in accordance with applicable federal and state laws. If the employee is a reservist or a member of the National Guard, the employee is granted time off without pay for required military training. The employee may, however, use any accrued but unused vacation time or PTO. Exempt employees who perform any Company work in a week in which they also have military duty will be paid their full salary for the week. Eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal and state laws

VOLUNTEER FIREFIGHTERS

No employee shall receive discipline for taking time off to perform emergency duty as a volunteer firefighter, reserve peace officer or emergency rescue personnel. If you are participating as a volunteer firefighter, reserve peace officer or emergency rescue personnel, please notify your supervisor so the Company may be aware of the fact that you may have to take time off for emergency duty. In the event that you need to take time off for emergency duty, please alert your supervisor before doing so where possible.

BEREAVEMENT LEAVE

If a death occurs in the family of a full-time regular or part-time regular employee, the employee will be compensated for time lost from the regular work schedule in accordance with the following guidelines. The employee will be granted up to three days off from work with pay in the event of the death of a spouse, domestic partner, child, parent, sibling or comparable step relation; up to three days in the event of the death of a grandparent, father-in-law, mother-in-law, son-in-law, or daughter-in-law; and one day in the event of the death of a relative not a member of your immediate family as defined herein. Request for bereavement leave should be made to your immediate manager.

JURY DUTY AND WITNESS LEAVE

Non-Exempt Employees

Jury duty leave is treated as an excused absence. While it is our policy not to pay full-time non-exempt employees for jury duty absence, if this loss in pay represents a hardship, we will be glad to provide you with a statement indicating that it is our policy not to pay for absence associated with jury duty service. Non-exempt employees may request unpaid jury duty leave for the length of the jury service. If desired, employees may use any available vacation time.

Exempt Employees

Exempt employees will be provided time off when necessary for jury duty or attendance as a witness. **Such time will be with pay unless the employee performs no work during the workweek in which case the time off is without pay.**

An employee is also permitted to retain the allowance he receives from the court for such service.

To qualify for jury or witness duty leave, an employee must submit to his manager a copy of the summons as soon as it is received. In addition, proof of service must be submitted to the employee's manager when the period of jury or witness duty is completed. If the employee is released from jury duty at or before noon, the employee is expected to report to work for the remainder of the day.

Employer reserves the right to request the court to excuse an employee from jury duty for business necessity, such as, but not limited to, a trial that is expected to last over two weeks.

LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT

1. An employee who is a victim of domestic violence will be granted leave from work to:
2. seek medical attention for injuries caused by domestic violence or sexual assault;
3. obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault;
4. obtain psychological counseling related to an experience of domestic violence or sexual assault; or;
5. participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault including temporary or permanent relocation, in accordance with state law.

Leave will be granted provided that the employee gives the employer reasonable advance notice of the employee's intention to take time off unless advance notice is not feasible. When an unscheduled absence occurs, the Company shall not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification to the Company, including the following:

1. a police report indicating that the employee was a victim of domestic violence or sexual assault;
2. a court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
3. documentation from a medical professional, domestic violence advocate, advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

An employee may use accrued unused vacation or personal leave and paid time off before continuing leave on an unpaid basis.

To the extent allowed by law, the Company shall maintain the confidentiality of any employee requesting domestic violence leave.

EMPLOYEE BENEFITS

HOLIDAYS

Regular full-time employees are eligible for paid holidays during each calendar year. To receive holiday pay, a non-exempt employee must work the regularly scheduled workday before and after the holiday, unless the on-site manager approves an exception in writing. A paid holiday does not count as a day worked in calculating overtime for the week.

The Company observes ten (10) holidays each year:

- New Year's Day January 1st
- President's Day Third Monday in February
- Memorial Day Last Monday in May
- Independence Day July 4th
- Labor Day First Monday in September
- Thanksgiving Day Fourth Thursday in November
- Day after Thanksgiving Fourth Friday in November
- Christmas Day December 25th
- Two Floating Holidays See Below** (***)

** Engineering Solutions allows for two (2) floating holidays per calendar year for all full-time employees.

Your floating holidays may be used at *anytime* during the calendar year.

Floating holidays not taken during the calendar year *are* forfeited. Floating holidays *are not* paid out at time of termination. Floating holidays *can not* be "cashed" out at the end of the calendar year.

If a holiday falls during a period when an employee is not scheduled to work, the employee is not paid for the holiday. Example – An employee who is not scheduled to work during the summer months will not receive pay for the July 4th holiday.

Employees Hired Within the Current Calendar Year:

Engineering Solution's practice has been to prorate floating holidays for those employees who have been hired within the current year. The number of floating holidays the new hire is eligible for is displayed below:

<u>Month of Hire</u>	<u>Floating Holidays</u>
January and February	2 days
March through July	1 day
August through December	Not Eligible for Floating Holidays

**** 90-day Introductory Period must be complete prior to using a floating holiday.**

PAID TIME OFF (PTO)

Engineering Solutions recognizes the value of paid time off (PTO) both to the employee and the Company. It is important for employees to enjoy relaxation and recreation periodically in order to return to work in a revitalized condition. In order to provide for such absence without concern to pay continuation, Engineering Solutions has adopted the following guideline. PTO is to be used for any time off requested by the employee including, but not limited to vacation, personal time off for religious observance, personal business, and/or illness.

Eligible employees earn PTO hours on a pro-rated calendar year basis for each pay period of service in which the employee is actively employed. The established PTO period is from January 1 through December 31 of the same year. Employees will not earn PTO while on any type of leave.

Eligible employees will accrue PTO at the rate of 10 hours per month. This equates to fifteen (15) days (120 hours) each year. After three (3) years with the company this rate will increase by (8) additional hours per year, up to a maximum of 25 days after 13 years continuous service. Accrued PTO is based on up to 8 hours per day (not including overtime hours). However, additional PTO time can be accrued for any time worked on Saturday or Sunday at the employee's current accrual rate.

Pay for PTO shall consist of the employee's regular rate of pay for the period of PTO and will be paid on the regular pay schedule. PTO is not used in calculating overtime.

So that we may schedule work and plan for business requirements, employees should give as much notice as possible in scheduling PTO time. If there are conflicting dates, preference will be given to the employee who has the most seniority. However, a more junior employee who already has an approved PTO date will not be bumped by a more senior employee. Management reserves the right to block out certain weeks in the calendar or to require mandatory PTO is taken based on the needs of the business.

If your PTO should be canceled due to the needs of the company and you are unable to reschedule the PTO within the year, the client company reserves the option to pay you in lieu of taking those PTO days that are canceled or to allow rescheduling of that PTO at its option.

Terminated employees are paid for earned PTO, including any prior year carryover, at termination. PTO hours earned minus the PTO hours used will be the PTO hours due at termination. If employees have taken PTO in excess of their accrual at termination (PTO taken in advance of being accrued), an employee authorizes the Company to deduct the excess from their final wages.

VOTING

It is the policy of the Company to permit employees to be absent from work to vote in local, state or national elections. Employees who cannot reach their polling place outside of work hours will be permitted up to two hours without loss of pay to vote at the beginning or end of their regular work shift. Employees must notify their manager at least two working days in advance to arrange a mutually agreeable time. Evidence of voter registration and voting may be required.

In addition, employees are allowed unpaid time off to serve as election officials on Election Day. Employees requesting such unpaid leave must notify their manager as far in advance as possible.

REGISTRATION AND CERTIFICATION

Employees are strongly encouraged to become certified in their field of expertise in the state or states where they perform technical services. To that end, employees will be reimbursed for state licensing and registration fees in the state where the employee works. If the company deems it in the interest of the company, the employee will be reimbursed for registration in other states if management finds that it benefits the company.

Also, Engineering Solutions will reimburse employees for passing the EIT, P.E., L.S.I.T. or L.S. exams. The employee must remain a full time employee for at least one year after receiving reimbursement, or repay a pro-rata portion of the fee.

EDUCATIONAL BENEFITS

Employees are strongly encouraged to improve themselves through continuing education and Certification.

In addition to the benefits offered through Administaff including their on line training, Engineering Solutions will reimburse employees for educational expenses (tuition, fees, books and other course materials) relating to the employees job function up to \$1,500.00 per calendar year. The employee must be a regular full-time employee and obtain the written permission of the supervisor prior to beginning the course. Reimbursement will be made upon completion and verification of a passing grade. The \$1,500.00 limit may be increased with management approval and supervisor recommendation.

In addition to the above, on-site training sessions ranging from 1-2 hours will be conducted every other Wednesdays at noon on a periodic as-warranted basis. Training sessions will be conducted by staff or guest tutors, and will cover topics ranging from civil engineering basics to advanced design and Land Desktop design. The company policy is that these sessions are voluntary, the company will provide a lunch for participants, and the employee is expected to volunteer his or her one hour lunch period for training benefits. Should the training session go beyond an hour the employee will charge their time to miscellaneous non-billable on their time sheet and will be paid for this time.



HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received the Company's Employee Handbook ("the Handbook"), dated **September 2006**, and understand that violations of the policies contained in the Handbook, including the Anti-Harassment Policy, could result in disciplinary action, up to and including termination.

I understand I must repay the Company any vacation/PTO used but not accrued at the time my employment ends and I will be required to sign an authorization to deduct such amounts from my final paycheck.

I further understand that the information contained in the Handbook represents guidelines for the Company and that the Company reserves the right to modify the Handbook or amend or terminate any policy, procedure, or employee benefit program at any time. However, such modifications are only binding against the Company when in writing and issued by a Company representative with actual authority to make the change.

I further understand that the contents of the Handbook do not form a written employment contract for employment for a specific term or duration. Either the Company or I have the right to terminate my employment at any time with or without cause.

I further understand that no manager or other representative of the Company, other than the President or Vice President, has any authority to enter into any agreement guaranteeing employment for any specific period of time. I also understand that any such agreement, if made, will not be enforceable unless it is in writing and signed by both parties. I also understand that an agreement made by the President or Vice President of Engineering Solutions is not binding on Administaff unless it is agreed to in writing by the President or Vice President of Administaff.

My signature below certifies that I understand the at-will employment relationship between the Company and myself.

I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the on-site manager.

Employee Signature

Date

Name Printed

Social Security Number
(Last 4 digits only)

Please sign and keep this acknowledgment for your records.



HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received the Company's Employee Handbook ("the Handbook"), dated **September 2006**, and understand that violations of the policies contained in the Handbook, including the Anti-Harassment Policy, could result in disciplinary action, up to and including termination.

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I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the on-site manager

Employee Signature

Date

Name Printed

Social Security Number
(Last 4 digits only)

Please sign and give this copy of the acknowledgment to your Manager.