

LAMPTON-LOVE, INC., GROUP OF AFFILIATED COMPANIES

Employee Handbook



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Introduction

Lampton-Love, Inc., Group of Affiliated Companies (hereafter referred to as Lampton-Love) has been providing customers with propane since 1956. We're a full service, family owned company focused on delivering the fuel you need, when you need it. Servicing homes and businesses across five southeastern states, Lampton-Love's certified staff is dedicated to fulfilling your propane needs with safe, reliable and friendly service.

Welcome to the exciting world of an energy service company that is dedicated to growth for all its employees.

Fundamental Principles

We believe our customers, employees, suppliers, and communities should share in the economic good created by our concerted effort in producing and marketing products of recognized value. To this end:

For Our Customers, We Will Strive To:

- Produce and distribute products of high quality and true value;
- Work consistently and diligently to increase our knowledge of our customers and their requirements;
- Give the best possible service to our customers in prompt response to their needs;
- Conduct business with our customers consistently, with honesty and integrity and without discrimination.

For Our Employees, We Will Strive To:

- Recognize the intrinsic value of each employee as an individual;
- Provide working conditions and an environment that will maintain the dignity of the individual;
- Treat our employees and applicants for employment equally and without discrimination;
- Provide training opportunities that permit employees to develop their abilities to perform their jobs in an efficient and more meaningful manner;
- Provide each employee with the opportunity for career growth and advancement within the organization based upon individual ability and performance;
- Recognize the values of employees who thoroughly understand their job responsibilities, so that individual initiative and thought will be encouraged in the accomplishment of their tasks; and,
- Provide opportunities commensurate with the organization's goals and standards.

For Our Suppliers, We Will Strive To:

- Establish and maintain mutually beneficial long-term relationships that result in maximum value to the organization and our suppliers;
- Give prompt, courteous reception to suppliers' representatives calling upon us;
- Honor and maintain any confidences disclosed;
- Conduct business with fairness and integrity; and,
- Conduct business objectively and with independence, avoiding any gifts or favors that would affect independence of action.

For Our Communities, We Will Strive To:

- Support the economic climate of the community by purchasing materials and services locally whenever possible and economically feasible;
- Promote the general community welfare by contributions of money and manpower;
- Encourage our employees to assume their civic responsibilities; and,
- Be a good neighbor by being mindful of the company's environmental and ecological responsibilities.

Purpose of Handbook

This Employee Handbook reflects the policies and procedures of Lampton-Love. The aim of this handbook is to promote communication and efficiency of operation by supplying Lampton-Love's employees with a written guide to Lampton-Love's general procedures and guidelines and to answer questions you may have about Lampton-Love. Any person accepting employment with Lampton-Love agrees to accept these guidelines and pledges to abide by them. You will be asked to sign an acknowledgement of receipt of this Employee Handbook. We urge you to read this Employee Handbook carefully. This Employee Handbook will be published to the Lampton-Love website and will be amended and updated electronically.

In addition to the policies and procedures written in this Employee Handbook, Lampton-Love may have other written rules published in places other than in this Employee Handbook. Also, inasmuch as Lampton-Love is comprised of many different types of endeavors and employments, each subsidiary company may adapt some of the policies and procedures in this Employee Handbook to fit the work performed by its employees. Parts of this Employee Handbook that deal with our mutual legal responsibilities and express our corporate policies and procedures must not be changed or modified by the subsidiary companies.

The following sections may be changed or adapted to be site specific: Identification badges and building access; Hours of work; Professional Appearance and Attire (may be changed only

to allow for clothing as required by the site's safety policy); and Time reporting. All changes must be approved by the Vice President.

Nothing contained in this Employee Handbook is intended to be, nor shall it be deemed to be, a contract between Lampton-Love and any employee. All employment policies, practices, procedures and benefits of Lampton-Love, whether or not described in this Handbook, may be changed, modified or discontinued without prior notice and with retroactive effect. The policies in this manual are intended for all employees of Lampton-Love, its divisions, subsidiaries, and affiliated companies.

To the extent that any policy may conflict with federal, state or local laws, Lampton-Love will abide by the applicable federal, state or local law.

Lampton-Love reserves the right to suspend, revise, or revoke any of its policies and procedures at any time, with or without notice.

This Employee Handbook supersedes all previously issued handbooks. Where there may exist discrepancies between this document and previously issued policies or handbooks, the version of this document published to Policy Tech shall control.

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EMPLOYMENT PRACTICES

Employment at Will

There is no contract of employment for a definite term between you and Lampton-Love. Employment is on an at-will basis. This means that employees are free to terminate their employment at any time, for any reason, and Lampton-Love retains that same right. No statements to the contrary, written or oral, made before or during an individual's employment can change this. No individual supervisor, manager or officer can make a contrary agreement, except for the Chairman of the Board, and, even then, such an agreement must be set forth in a written employment contract with the employee, signed by the Chairman of the Board.

Employee Responsibilities

To work as members of a team, we all recognize that there must be rules, guidelines and policies setting uniform working conditions and promoting fair treatment for all. Every employee's conduct should be a credit to the person, fellow employees, and Lampton-Love. It is the responsibility of every employee to read and understand this Handbook and obey the rules and policies set forth herein. If you have any questions, please do not hesitate to ask your supervisor or the Human Resources Department for clarification. When on the job, you are expected to perform your assigned duties to the best of your ability. If work conditions or personal situations do not permit you to be fully productive on your job, this should be called to the attention of your supervisor.

Open Communication – Open Door Policy

At Lampton-Love, we believe that good communication is at the heart of good employee relations and of a successful operation. We are committed to the principle that each individual employee has the right and the responsibility to speak freely with any supervisor or manager. You should share your concerns, seek information, provide input, and resolve work-related issues by discussing those issues with your supervisor. If you have a problem, concern, or complaint, please follow the steps outlined below:

1. Talk it over with your immediate supervisor. Most problems can be worked out at this level through frank discussions. There will be no retaliation for communication of a complaint or problem submitted in good faith;
2. If you feel that a satisfactory solution has not been reached after discussing your problem with your supervisor, inform your supervisor that you would like to present the problem to the next level manager. Your supervisor will schedule a meeting when both of you can meet with the next level manager. If necessary, you and your

supervisor can discuss the problem with the corporate officer who is responsible for your work area. Complaints or problems that have been submitted in good faith will be constructively resolved for the good of the individual and Lampton-Love. Of course, any problems or complaints concerning equal employment opportunity matters may be presented directly to your department manager, Vice President or Human Resources.

Working Together

The growth and personal achievement we have experienced at Lampton-Love are the result of working together in a spirit of cooperation and teamwork that has enabled us to meet many difficult challenges. The progress we have achieved reflects this strong mutual commitment between Lampton-Love and our employees. All of this was done without third-party influence or interference.

Equal Employment Opportunity and Harassment-Free Environment

Commitment to Equal Employment Opportunity. Lampton-Love is an equal opportunity employer. Lampton-Love is committed to equal employment opportunity for all qualified persons. We provide equal opportunity and equal treatment in all aspects of employment to all employees and to all applicants for employment without regard to race, color, religion, sex, gender, sexual orientation, pregnancy (including childbirth and related medical conditions), national origin, age (40 and over), citizenship, physical or mental impairment or disability, genetic history, military obligations, veteran status, workers' compensation claims, or other activities or statuses protected by law. Violations of this policy are not permitted and will result in disciplinary action up to and including discharge.

Harassment Forbidden. We strive to maintain a professional workplace free from all forms of harassment. All employees are entitled to fair, courteous, and respectful treatment. Lampton-Love expects our employees, including managers and supervisors, and all third parties with whom our employees have contact, such as representatives of clients, customers, vendors, and suppliers, to act in a courteous and professional manner. We will not tolerate any form of harassment that could contribute to a hostile or offensive workplace for any employee, whether committed by a manager, a supervisor, an employee, or any other person, such as representatives of third party clients, vendors, or suppliers. Lampton-Love also will not tolerate any of our employees engaging in harassment of representatives of clients, vendors, suppliers, or of visitors or other third parties in our workplace or during work-related activities. Any such harassment is contrary to and prohibited by company policy and will be considered grounds for disciplinary action up to and including discharge of employment. Employees are expected to think before speaking or acting and to be sensitive to the impact that their words or actions

may have on fellow employees and others in the workplace.

While it is not possible to fully define or describe everything we might consider to be harassment in violation of this policy, prohibited harassment generally includes any hostile, threatening, bullying, intimidating, offensive, insulting or demeaning words or conduct directed at or experienced by an individual, directly or indirectly. Examples of prohibited acts of harassment may include offensive, insulting, demeaning, vulgar, profane, or obscene verbal acts such as remarks, stories, jokes, slurs, name-calling, or statements, or physical acts such as unwanted touching, pranks, gestures, assault, blocking normal movement or interfering with work, or acts of physical violence or intimidation, and visual or written displays such as emails, pictures, cartoons graffiti, posters, photography, cartoons, or drawings.

Lampton-Love expressly prohibits any form of harassment based on any and all of the protected categories and protected activities listed in our Commitment to Equal Employment Opportunity statement. This means the Company also prohibits harassment on the basis of race, color, religion, sex, gender, sexual orientation, pregnancy (including childbirth and related medical conditions), national origin, age (40 and over), citizenship, physical or mental impairment or disability, genetic history, military obligations, veteran status, workers' compensation claims, or other activities or statuses protected by law.

Sex/Gender Harassment Forbidden. As part of its general commitment to the prevention of workplace harassment, Lampton-Love seeks to provide a work environment free from sexual or gender-based harassment. Lampton-Love specifically forbids any verbal or physical conduct of a sexual nature or related to a person's sex, gender identity, or sexual orientation that could contribute to a hostile or offensive workplace, regardless of the sex or gender of the alleged harasser or alleged victim. Unwelcome sexual advances, requests for sexual favors, and other offensive verbal or physical conduct of a sexual nature are expressly prohibited. Examples of prohibited conduct include, but are not limited to, verbal, written, or electronically transmitted lewd or sexually suggestive comments; off-color language or jokes of a sexual nature; slurs and other verbal, graphic or physical conduct relating to an individual's gender; or any display of sexually explicit pictures, e-mails, greeting cards, articles, books, magazines, photos, or cartoons. Lampton-Love, in its sole discretion, has the right to determine what is lewd, or suggestive, or off-color. Additional examples include offensive or threatening words or conduct against an employee because of sex, gender, or sexual orientation, including words or conduct indicating persons of a particular sex, gender, or sexual orientation are not welcome in the workplace.

It is important for you to know that no officer, manager, or supervisor has the authority to

determine the terms and conditions of your employment (pay raises, promotions, demotions, undesirable assignments, disciplinary action or discharge, etc.) based on the receipt of sexual favors. If any person has implied or suggested that you or anyone else should provide sexual favors in exchange for a job benefit or provide sexual favors to avoid an unfavorable employment action, you must report this immediately. Do not wait to determine whether a favorable or unfavorable act actually occurs before reporting the conduct. Follow the procedure below and report the conduct immediately.

Racial & National Origin Harassment Forbidden. Lampton-Love also expressly prohibits harassment because of race or color or national origin as part of its general commitment to the prevention of workplace harassment. While it is not possible to identify all verbal and physical conduct of a racial or ethnic nature that is prohibited under this policy, examples of prohibited conduct include but are not limited to the use of racial or ethnic epithets, racial or ethnic slang, racial or ethnic slurs and racially or ethnically derogatory terms, racially-oriented jokes or ethnic jokes or comments, including the use or statement of racial or ethnic stereotypes, or display in the workplace of racially offensive pictures, posters, objects, graffiti, or drawings, regardless of the race or color or national origin of the individual engaging in the misconduct or the alleged victim.

Retaliation Forbidden. Lampton-Love strongly encourages all employees to come forward with complaints about any perceived discrimination or harassment in violation of this policy. Lampton-Love prohibits any retaliatory action against persons reporting conduct believed by the individual to be in violation of this policy. We assure all employees that no adverse action will be taken or allowed against anyone who honestly and in good faith reports violations of this policy or who honestly and in good faith participates in any investigation of such complaints. Retaliation against an employee through adverse employment action or harassment violates this policy and is also grounds for discipline, up to and including discharge.

Complaint Procedures. We must have all employees' cooperation to best implement our equal employment and anti-harassment policies. Lampton-Love cannot address your concerns regarding discrimination, harassment, or retaliation if they are not brought to the attention of appropriate Company management. It is your responsibility to report immediately any incident believed to be discrimination, retaliation, or harassment prohibited by this policy. Each employee has a personal responsibility to report or complain about violations of this policy, whether the employee is a victim of the misconduct or the employee is a witness to misconduct occurring towards a co-worker, or is a supervisor or manager who becomes aware of potential violations of this policy, even if no employee complains or does not want to complain.

Even if you believe any perceived harassment is isolated or infrequent, you must report it so Lampton-Love will have the opportunity to investigate and, if appropriate, take action designed to ensure that the conduct does not continue. Do not wait to determine whether the conduct will continue.

To report conduct that you believe may be violate this policy, you must contact your department manager immediately. If the department manager is the one you believe is violating this policy, or if you are uncomfortable discussing your concern with your department manager, or if you do not feel that your complaints have been adequately addressed by the department manager, you must call Lampton-Love's corporate office at (601) 933-3400 or 1-800-647-2434 and ask for the Human Resources Department.

Lampton-Love will investigate your complaint promptly and will take whatever corrective action is necessary and appropriate. To the extent possible, Lampton-Love will conduct the investigation in confidentiality, but the primary concern will be to conduct a thorough and fair investigation. The complaining employee, the accused employee, and witnesses will likely be required to provide signed written statements about the alleged violation.

Supervisors and/or managers who have either direct or indirect knowledge of harassment or discrimination and who do not take appropriate action will be subject to discipline up to and including discharge.

Harassment and discrimination are very serious charges. While each employee is required to report any and all suspected violations of this policy, employees who abuse the system by making bad faith or false claims of harassment, retaliation, or discrimination will be subject to disciplinary action.

Accommodation of Religion, Pregnancy, and Disabilities

Lampton-Love will attempt to make appropriate accommodations for qualified employees or applicants who have difficulty performing essential job functions or complying with our policies because of religious belief or practice, or any physical or mental disabilities, or any limitations created by pregnancy, childbirth, and related medical conditions. Any individual seeking accommodations must notify Lampton-Love concerning the religious issue, disability, or pregnancy-related limitation. The requested accommodation must not cause undue hardship to Lampton-Love or other employees or pose a threat to the health or safety of the individual, co-workers, or others in the workplace.

In general, a reasonable accommodation is a modification or adjustment of an individual's job or work environment that effectively enables the individual to perform essential job functions or enjoy equal employment benefits and privileges as similarly situated employees or applicants. While we address every situation based on its own unique circumstances, some examples of reasonable accommodations may include modifying a workspace to make it wheelchair accessible, providing screen reading software, adjusting a work schedule to accommodate medical appointments or Sabbath observances, job restructuring by changing or eliminating non-essential job functions, assignment to part time or modified work schedules, short-term leave of absence, or reassignment to a different vacant position for which the individual is otherwise qualified and able to perform.

Some examples of unreasonable accommodation requests include eliminating essential functions of a job, making other employees perform essential job functions for an employee, modifying a work schedule if the modification adversely affects other employees' ability to perform their jobs, completely excusing an employee from uniformly applied attendance rules or performance standards, indefinite leave of absence, unreasonable extensions of leave, or changes for the mere convenience or personal benefit of an employee.

In addition, Lampton-Love does not provide employees with personal devices, such as wheelchairs, or individually prescribed devices, such as prescription eyeglasses or hearing aids, or services of a personal nature including assistance in eating, toileting, or dressing.

Accommodations requests must be made to appropriate supervisory and managerial employees with authority to make decisions concerning a particular request. In some cases, the appropriate person might be the immediate supervisor, but in other cases, the department manager is the most appropriate person to approach about accommodations. In all cases, the individual making the request and any supervisor or manager receiving a request must contact the Human Resources Department. Any individual also may directly contact the Human Resources Department directly concerning an accommodation request.

An individual seeking accommodation is responsible for reasonably describing the at-issue religious belief or practice, or the mental or physical disability, or the pregnancy-related limitation, how the individual is having difficulty or other issue with performing essential job functions or complying with our policies, and how the requested accommodation(s) will assist with performing essential job functions or complying with our policies. Lampton-Love encourages individuals to suggest specific accommodations. Individuals requesting accommodations are strongly encouraged to make these requests in writing, and Lampton-Love management or the Human Resources Department may require any person to follow up

on a verbal request with a written request.

Individuals seeking accommodations may be required to provide further description or explanation of the requested accommodation or provide medical information concerning any pregnancy-related limitations or physical/mental disabilities. Where appropriate, Lampton-Love may ask for the individual's permission to obtain additional information from medical provider(s) or require the individual to provide medical information related to the identified disability or limitation or requested accommodation or undergo evaluation by medical providers selected by Lampton-Love.

If employees or applicants follow this policy, Lampton-Love is committed to engaging in an interactive process regarding the request and evaluating if and how Lampton-Love may provide an accommodation. The Human Resources Department will seek input as needed from management and supervisors. Individuals seeking accommodation must cooperate with the interactive process.

Lampton-Love reserves the right to make the final decision regarding accommodation. Lampton-Love is not required to make any specific accommodation requested and may provide an alternative accommodation, if the alternative accommodation reasonably addresses the issue.

Accommodations are subject to periodic review. As part of the review, Lampton-Love may require employees to provide updated medical information to demonstrate that the need for accommodation is ongoing.

Lampton-Love will make every effort to handle accommodation requests sensitively and to protect the confidentiality of the information shared with us whenever possible.

Employment Applications

Lampton-Love does not accept applications and/or resumes except for positions which Lampton-Love currently has open. All applications and/or resumes must designate the open position being applied for or they will be discarded. Lampton-Love does not retain applications and/or resumes for any period of time. Individuals interested in applying more than once for employment must submit an application and/or resume each time they apply.

No individual can be made an offer of employment with Lampton-Love without filling out Lampton-Love's Application for Employment. If the candidate has submitted a resume in order to apply for an open position, the individual may use the resume to satisfy the

Employment and Education Sections of the application, but all other sections must be filled out and the application signed.

If Lampton-Love discovers at any time during employment that an employee falsified any information on an application for employment or resume, Lampton-Love may take immediate disciplinary action up to and including discharge.

Background Checks

The position an individual applies for and the information provided the interview process will determine which contingencies may apply to an offer of employment. Applicants for any position with Lampton-Love will be subject to reference checks with former employers and/or managers. All applicants must sign a release authorizing appropriate background checks. Unless required by law, reference checks will not be shared with the potential employee. Educational credentials are subject to verification. Any individual offered a position may be required to submit to a background check which may include but is not limited to credit history, motor vehicle driving records, criminal records (county, state, and federal), prior employment, and employment eligibility.

Any potential employees who will be driving a company vehicle or driving their personal vehicles on company business will have an annual inspection of their Motor Vehicle Records. Depending on the job requirements, some employees may have to comply with the Department of Transportation requirements for a Commercial Driver's License.

Employees may be subject to a criminal background check. Only individuals who have hiring authority and are authorized to do so by Lampton-Love's Human Resources Department may initiate or receive a criminal background check.

Information gained from any of the above background checks will be held in confidence and shared with Lampton-Love managers only on a need-to-know basis.

Employee Classifications

Employees may be classified as "exempt" or "non-exempt" for purposes of overtime pay eligibility, depending on job duties and method of compensation. Non-exempt employees will be paid 1.5 times the equivalent hourly rate of all hours worked in excess of 40 hours in a workweek ("overtime work"). Exempt workers are paid for performing a specific job, not for the number of hours worked, and are not paid extra for overtime work. All determinations of wage classification status are made through the job evaluation process. If an employee believes Lampton-Love has misclassified the employee as exempt or non-exempt, the employee must

contact the Human Resources Department as soon as possible and explain the reasons for such belief.

The Human Resources Department is responsible for classifying all employees into one of three categories for eligibility to receive certain benefits offered by Lampton-Love. These categories are defined as:

1. **FULL TIME STATUS** – An employee who is normally scheduled to work 40 hours per week for 52 weeks per year.
2. **PART TIME STATUS** – An employee who is expected to establish a continuity of service, but is scheduled for fewer than 40 hours per week and/or fewer than 52 weeks per year.
3. **TEMPORARY or SEASONAL** – An employee who is hired for a specific period of time and is not expected to establish a continuity of service.

Transfers/Promotions

Lampton-Love is committed to the professional development of its employees. In an effort to retain our experienced employees, transfers and promotions within the organization are encouraged. At Lampton-Love's discretion, it may require or permit employees to make temporary or permanent transfers in order to accommodate business needs or employees' own personal needs. You may request a transfer to another department or location by contacting your manager. Managers should obtain approval for the transfer from the Regional Manager to whom they report.

You may also request to be considered for a promotional opportunity. However, to be promoted, there must be a position available within the organization. You should submit your promotion request to the Regional Manager of your work group, who will review your request for interview and your personnel file to ensure that you meet the requirements for a promotion.

Other Employment

While Lampton-Love does not prohibit you from having a second job, secondary employment must not affect your work hours, interfere or conflict with your regular duties, raise any ethics concerns, or necessitate long hours that may impact your working effectiveness. If you are contemplating secondary employment, you are required to submit a written request for approval to your supervisor. The written request should identify the secondary employer, the nature of the duties to be performed, and the anticipated hours you will be working. This request will be answered in writing by the manager or supervisor within five business days of the request and a copy placed in your personnel file.

Personnel Records

It is important, both to you and Lampton-Love, that your personnel records are correct and up-to-date. It is your responsibility to notify Lampton-Love in writing of any changes in your address, telephone number, marital status, or number of dependents. Each Lampton-Love employee is required to maintain telephone service and to provide Lampton-Love with that telephone number. It is also important to have your current telephone number listed with your supervisor so you can be advised of unusual operating schedules or events.

Material in your personnel file is considered confidential Lampton-Love property. No Lampton-Love employee is allowed access to such information without a job-related need for the information. You may examine your personnel record upon reasonable advance notice to the Human Resources manager.

If, after examining your personnel record, you believe it contains inaccurate information, you may advise the Human Resources manager in writing of any perceived inaccuracy. The HR manager will review any such matters and determine whether any corrections to the records are appropriate.

Employees responsible for personnel and other corporate records will follow the corporate document retention policy.

Investigations/Searches

Employees are required to cooperate and to assist management during investigations of suspected misconduct, unauthorized conduct, policy violations, or performance issues, or other matters. To the extent practicable, investigations will be confidential with due regard for the sensitive nature of such complaints. Employees may be required to provide and sign written statements.

Access to Lampton-Love's premises is conditioned upon Lampton-Love's right to inspect or search the person, vehicle on company premises, or personal effects of any employee or visitor. This may include any employee's office, desk, file cabinet, computer, closet, locker, or similar place. Because even a routine inspection or search might result in the viewing of your personal possessions, you are encouraged not to bring any item of personal property to the workplace that you do not want revealed to Lampton-Love. Inspections and or searches will be conducted by any two supervisors or managers, and you need not be present during the search.

Any prohibited materials (or materials that may be determined to be prohibited) which are

found in an employee's possession during an inspection or search will be collected by management and placed in a sealed container or envelope. The employee's name, date, circumstances under which the materials were collected, and by whom they were collected will be recorded and attached to the container or written upon the envelope. If after further investigation, the collected materials prove not to be prohibited, they will be returned to the employee, and the employee will sign a receipt for the contents. If the prohibited materials prove to be illegal and/or dangerous, they will not be returned to the employee but will be turned over to the appropriate law enforcement agency or destroyed.

From time to time, and without prior announcement, inspections or searches may be made of anyone entering, leaving, or on the premises or property of Lampton-Love (including for alcohol and/or drug screens or other testing).

An employee's refusal to cooperate, including a refusal to provide a written statement or submit to a search if requested to do so, is grounds for discipline, including discharge.

Corrective Action

Lampton-Love has established a Progressive Corrective Action Policy to give our employees an opportunity to correct problems that may arise. It is intended that the employee will have sufficient opportunity to correct the undesired conduct and/or performance. There will be no set number of first level warnings that must precede a second level warning. Likewise, there will be no set number of second level warnings that must precede a final warning or discharge. Mitigating factors, such as the number of different offenses, seriousness of the offense, and previous work history will be considered. Lampton-Love reserves the right to bypass the corrective action steps and base the corrective action on the severity, frequency, or combination of infractions when Lampton-Love, in its sole discretion, determines that circumstances warrant immediate action.

1. Corrective Action Steps:

First Level Warning: A first level warning consists of a private meeting with the employee to discuss the specific performance issue or offense. This will give the employee and the supervisor the opportunity to make sure there is no confusion or misunderstanding regarding the situation. It will also be an opportunity to discuss ways for the employee to improve.

Second Level Warning: A second level warning is more serious than a first level warning. It consists of a private meeting with the employee, supervisor, and manager. Documentation should include specific information regarding the performance issue or

offense and may also make reference to past first level warnings. A specific statement related to expected performance and/or conduct should be included.

Final Warning: An employee will be placed on Final Warning status for a period of time determined by the supervisor. This action is intended to give the employee a final opportunity to correct the undesired performance and/or conduct. Another incident during this time will be considered to be grounds for discharge.

Probation, Suspension, or Demotion. Corrective action may begin or continue with or include disciplinary probation. During this time, the employee's conduct and performance will be evaluated more closely at least once a month if not more regularly. Corrective action may begin or continue with or include an unpaid suspension from work. The length of the suspension will vary depending upon the severity of the offense or performance shortcoming and the employee's prior disciplinary or performance record. Corrective action may begin or continue with or include a demotion or pay reduction.

Discharge: Corrective action may begin or continue with a discharge from employment. Employees who fail to improve their conduct or performance after progressive discipline will be discharged. But we reserve the right to discharge an employee without any previous discipline, if we determine the circumstances justify immediate discharge.

- 2. Documentation:** The manager or supervisor will document corrective actions.. The employee will be given the opportunity to provide an explanation or other information that is relevant to the offense. The employee must sign all written reprimands, warnings, or notices. The signature does not mean agreement with the corrective action but merely is to acknowledge the corrective action occurred. Failure or refusal to sign when required is insubordination and grounds for additional corrective action, up to and including discharge. Documentation of the corrective actions will be retained in the employee's personnel file at the main office.

Employment Termination

Resignation. If an employee decides to resign, we request at least two weeks written notice. The notice should include the reason for leaving, and the date the employee will leave work. The advance notice gives Lampton-Love the opportunity to find a replacement. Employees who properly give notice of resignation are generally eligible for rehire if they maintained a satisfactory performance and attendance record. Lampton-Love reserves the right to accept an

employee's resignation effective immediately or at an earlier date. If an employee desires to take back or rescind a resignation notice, the employee must give a written request to do so before the effective date of the resignation. Lampton-Love reserves the right to reject any request to take back or rescind a resignation.

Voluntary Quit. An employee who quits *without* proper notice is classified as a voluntary quit. This is a poor practice. Absences on three consecutive workdays without notice will be considered a voluntary quit. Violation of Lampton-Love's leave policies is also considered a voluntary quit. An employee who quits without proper notice generally will not be considered for re-employment.

Reduction-in-Force/Layoff. Employees may be terminated ("laid off"), either individually or as part of a reduction-in-force, for purely economic or financial reasons, including lack of work, shortage of funds, abolition of positions, programs or services, or other material changes in jobs or Lampton-Love's organization. A laid off employee is generally eligible for rehire if the employee has a satisfactory performance and attendance record.

Administrative Termination. An employee who is unable to work due to physical or mental impairment even with a reasonable accommodation or unable to return from a leave of absence fit for duty may be administratively terminated from employment. Administratively terminated employees are also generally eligible for rehire once cleared to return to work if they otherwise maintained a satisfactory performance and attendance record.

Discharge. Discharge includes involuntary separation of employment by Lampton-Love for any reason. Although employees are subject to discharge at any time and for any reason, with or without prior notice, discharge generally involves dismissal for unsatisfactory job performance or disciplinary reasons.

References

Employees leaving Lampton-Love who wish to have a reference should request one from the Human Resources Department before leaving Lampton-Love. Requests for information on current or former employees will be handled only through the Human Resources Department. Managers, supervisors, or any other Lampton-Love personnel are NOT authorized to disclose any information to outside sources regarding current or former employees. Without a written release signed by the employee or former employee, Lampton-Love's Human Resources Department ordinarily will not make available any information to outside sources on either current or previous employees. Your Human Resources Department will ordinarily, and as a matter of course, confirm or verify only dates of employment and last job title. Any further

information request, such as that pertaining to job performance, may be obtained only if the person or company requesting the information secures the employee's or former employee's written authorization for Lampton-Love to release such data.

Reinstatement after a Break in Service

Ordinarily only former employees who were eligible for rehire at the time of separation from employment are eligible for rehire. Starting rate of pay, benefits available, and other terms and conditions of employment are determined according to policies, plans, conditions, limitations, and requirements in effect as of the time of rehire.

At its discretion, Lampton-Love may recognize previous service with the company when an individual is rehired within one year of the date of the most recent previous resignation. Recognized previous service normally will be applicable to PTO accrual in effect as of the time of rehire.

The extent to which previous service with the firm is recognized for the purposes of other employment related matters and benefits are determined by the benefit plans in effect at the time of rehire.

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CONDUCT AND PERSONNEL POLICIES

Personal Conduct Expectations

Certain rules must be observed to ensure the effective operation of any business. Lampton-Love considers the following standards vital to our effective operations:

1. All documents must be completed truthfully. Example: Job applications, employment records, time cards, expense reports. Falsification of any documents or records is strictly prohibited.
2. All employees are expected to report to work on time. Repeated tardiness will not be tolerated.
3. Prior notice and an acceptable explanation must be promptly given to your immediate supervisor in all cases of absenteeism. If you are unable to be present due to illness or any other unavoidable cause, you must telephone your supervisor prior to your regularly scheduled hours of work. Any employee who is absent from work for a period of three consecutive work days without notifying the supervisor of the reasons for the absence will be considered as having voluntarily resigned.
4. Your job performance must meet the standards consistent with your position and be in accordance with the instructions provided by your manager. Insubordination will not be tolerated. Failure to carry out legal, safe instructions given by your supervisor or manager will not be tolerated.
5. An employee may not report to work under the influence of, or displaying evidence of being under the influence of, alcohol or unlawful drugs, or possess alcohol or unlawful drugs while on Lampton-Love property. Lampton-Love may require to the fullest extent authorized by applicable law, at any time and as a condition of employment, that any employee submit to alcohol or drug testing by a Lampton-Love-designated clinic, physician or laboratory.
6. Lampton-Love's business is confidential. All confidential matters must be respected and not discussed or divulged, except with those who are authorized by virtue of their position to know the information.
7. Dishonesty or fraudulent activity of any kind will not be tolerated. If you are aware of any such activity, it is your obligation to report it to management. Failure to cooperate fully in an internal investigation of suspected dishonesty will not be tolerated.
8. Illegal or unethical conduct will not be tolerated. Lampton-Love is committed to the highest regard for law and ethics. If you believe you have been instructed or requested by Lampton-Love, or anyone acting on behalf of Lampton-Love, to engage or participate in any unlawful or unethical activity, you immediately should advise your supervisor or Human Resources.

9. Your behavior must always reflect positively on the integrity and respectability of Lampton-Love.
10. Customers, visitors, contractors, and fellow employees must always be treated with respect and courtesy. Discourtesy to, or harassment of, either customers or fellow employees will not be tolerated.

Disciplinary action depends upon the circumstances involved, and, in the sole discretion of management, may range from a verbal reprimand to discharge of employment. There is no contract for a definite term of employment between Lampton-Love and any employee, and Lampton-Love may terminate an employee's employment at any time for any reason regardless of whether there has been any violation of any "rules" or these Standards of Personal Conduct. Termination may be the first and only corrective action taken for a serious offense. Non-exhaustive examples of specific offenses include but are not limited to:

- Being tardy habitually;
- Disorderly conduct;
- Interfering with the work of other employees;
- Inefficiency or lack of application of effort on the job;
- Malicious gossip or the spreading of rumors;
- Inability to work cooperatively with others;
- Poor work performance;
- Gambling during normal work hours on Lampton-Love property;
- Safety violations, such as failure to wear proper Personal Protective Equipment or completely follow procedures;
- Misuse of computer resources as outlined in the Lampton-Love Corporate Computer Usage Policy;
- Violation of the company Travel Policy.
- Falsifying company records, such as a time card;
- Possession or consumption of narcotics at any time or consumption of alcohol during normal business hours on Lampton-Love property;
- Reporting for work in an intoxicated condition;
- Fighting on Lampton-Love property;
- Engaging in any illegal activity on Lampton-Love property;
- Serious safety infraction or gross negligence in following procedures, resulting in or potentially resulting in serious injury and/or major damage to property and equipment;
- Insubordination or refusal to perform a task or obey any reasonable order or instruction given by a member of management;

- Refusal to perform work as assigned;
- Absence from work without notification to the immediate supervisor or without acceptable excuse;
- Theft;
- Possession of firearms on Lampton-Love property in violation of the Weapons-Free policy.

Ethics and Conflicts of Interests

Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between their personal interests and Lampton-Love's interests. Lampton-Love requires that the transactions employees participate in are ethical and within the law, both in letter and in spirit.

Lampton-Love recognizes that different organizations have different codes of ethics. However, just because a certain action may be acceptable to others outside of Lampton-Love, as "standard practice", that is by no means sufficient reason to assume that such practice is acceptable at Lampton-Love. There is no way to develop a comprehensive, detailed set of rules to cover every business situation. The tenets in this policy outline some basic guidelines for ethical behavior at Lampton-Love. Whenever you are in doubt, you should consult with your manager.

Conflicts of interest or unethical behavior may take many forms including but not limited to the acceptance of gifts or trips from competitors, vendors, potential vendors, or customers of Lampton-Love. Gifts may only be accepted if they have a nominal retail value and only on appropriate occasions (for example, a holiday gift).

You are cautioned not to accept any form of remuneration or non-business related entertainment, nor may you sell to third parties any information, products, or materials acquired from Lampton-Love. You may engage in outside business activities, provided that such activities do not adversely affect the organization or your job performance and that you do not work for or as a competitor, vendor, or customer. (See "Other Employment" section in this Handbook.) You are prohibited from engaging in financial participation, outside employment, or any other business undertaking that is competitive with, or prejudicial to, the best interests of Lampton-Love. You may not use proprietary and/or confidential information for personal gain or to Lampton-Love's detriment, nor may you use assets or labor for personal use.

If you have, or someone with whom you have a close personal relationship has, a financial or employment relationship with a competitor, vendor or potential vendor of Lampton-Love, you

must disclose this fact in writing to the Vice President or Branch Manager. Lampton-Love will determine what course of action must be taken to resolve any conflict it believes may exist. If the conflict is severe enough, Lampton-Love may be forced to ask you to tender your resignation. Lampton-Love has sole discretion to determine whether such a conflict of interest exists.

You are encouraged to seek assistance from your manager with any legal or ethical concerns. However, Lampton-Love recognizes that this may not always be possible. As a result, you may contact the Vice President to report anything that you cannot discuss with your manager.

Confidentiality and Proprietary Information

All employees are required to respect the confidential nature of the information to which they are privileged. Certain information and material is, by its very nature, considered “confidential information”. The term “confidential information” includes items, notes, memoranda, writings, analyses, reports, studies, presentations, compilations, research, findings, charts, drawings, lists, correspondence, plans, customer lists, budgets, financial information, marketing information and plans, financial statements, trade secrets, product specifications, processes, procedures, machinery, apparatus, prices, costs, business affairs, technical data, licenses, trade/service marks, files, papers, documents, computer systems information and disks, and all other information regarding Lampton-Love, its customers, agents, employees, and computer systems, whether in electronic, mechanical, paper or any other form.

Confidential information should never be discussed with or disclosed to anyone outside Lampton-Love or with any employee of Lampton-Love who does not need the information in order to perform job functions.

Your personal company computer password and any passwords used by a number of employees for certain general access are considered to be extremely confidential information because these passwords protect access to extensive confidential data. All employees are required to keep their passwords secret and protected at all times. Divulging confidential or privileged information may subject you to personal liability.

You are advised to be most discreet in your handling of confidential and privileged information, even when talking to fellow employees. If you have any questions concerning the disclosure or communication of such information, please consult with the Senior Management.

You may be asked to sign an agreement at the beginning of your employment that grants Lampton-Love the ownership of and copyright or patent rights to any invention created,

conceived, developed, improved upon, or associated with our technology and/or the copyright to any materials created, conceived, developed, or improved upon while you are employed with Lampton-Love. As a condition of employment, you agree with the above provisions, irrespective of signing the above-referenced agreement.

Any employee communicating or distributing confidential or privileged information may be subject to immediate dismissal and such further legal action as Lampton-Love may deem necessary under the circumstances.

Quality Policy

Product quality is our basic business strategy. It is our policy to provide products and services of the highest quality level, which will result in satisfied customers. Only 100% conformance to customer requirements will be acceptable. We will accomplish our goal through actively involving and training our employees, obtaining commitment from our suppliers, conforming to appropriate standards, and establishing and monitoring objectives. Application of these activities will lead to the continual improvement of everything that we do.

Discouraged Personal Relationships

Lampton-Love believes that certain personal relationships have the potential to create professional and work place problems. This can be due to the perception of unfairness or impropriety, accusations that a person's position is being used to obtain sexual favors, or concerns that company confidences are being compromised.

Lampton-Love's policy is to discourage romantic and sexual relationships between an individual in a supervisory capacity and an employee within that individual's chain of command or sphere of influence.

Lampton-Love also discourages any romantic and sexual relationship between managers or between managers and employees, or employees and customers or an employee of a customer, contractor, subcontractor, potential employee, vendor or competitor when the Lampton-Love employee has the capacity to influence, directly or indirectly, the business relationship or potential employment.

Recognizing that such relationships may occur, Lampton-Love expects all parties to exercise discretion and act in a manner that will not reflect adversely on Lampton-Love or its employees.

Lampton-Love employees involved in a discouraged personal relationship are expected and

required to disclose the existence of the relationship to the senior manager at the employee's worksite or to Lampton-Love's Vice President or Human Resources. Failure to disclose a discouraged personal relationship will subject any individual employee involved in the relationship to disciplinary action by Lampton-Love up to and including discharge.

No Solicitation-No Distribution-No Littering

Non-employees are not permitted to solicit or to distribute literature of any kind in any Lampton-Love offices or worksites. Distribution of literature or other material by employees is prohibited in work areas at all times and in non-work areas during the employee's working time. An employee must not solicit co-employees or distribute literature of any kind during the employee's working time. Where available, employees should use the electronic "SwapShop" to engage in soliciting during non-working time. Lampton-Love may revoke the privilege of participation in the SwapShop due to abuse of the SwapShop by posting inappropriate or offensive messages. Solicitation may not be engaged in during the working time of an employee being solicited without permission of that employee's manager.

Littering of Lampton-Love's property is prohibited at all times.

Bulletin Boards

Bulletin boards are used to convey information concerning the business of Lampton-Love and programs that relate to you. You should check the bulletin boards regularly. No bulletins, notices, announcements, or other material may be posted without specific prior approval from the manager of your location or work unit.

Electronic Communications

Electronic media and services provided by Lampton-Love are Lampton-Love's property. All employees should be cognizant that, when they are using Lampton-Love's electronic media and services, they are creating Lampton-Love documents using Lampton-Love's assets. These documents, like correspondence and other documents you create while performing your job, are not private and may be read by others at Lampton-Love or outside Lampton-Love under the appropriate circumstances. Each employee who is granted internet access is required to sign Lampton-Love's Computer Usage Policy.

Electronic media and services may not be used for knowingly transmitting, retrieving or storing any communications of an unlawfully discriminatory or harassing nature, or which are obscene or "X-rated" communications, or are of a defamatory or threatening nature, or for "chain" letters, or for any other purpose which is illegal or against Lampton-Love's policy or contrary to Lampton-Love's interest.

Lampton-Love reserves the right, in its discretion, to review any employee's electronic files, to ensure that messages and services are being used in compliance with the law and with this and other Lampton-Love policies.

Gambling And Other Illegal Activity

Lampton-Love prohibits any illegal activity including gambling on any of its facilities. Employees who are discovered engaging in any illegal activity will be subject to disciplinary action up to and including discharge.

Professional Appearance and Attire

While it is the intent of Lampton-Love that all employees dress for their own comfort during work hours, the professional image of our organization is maintained, in part, by the image that our employees present to customers, vendors, and other visitors. All clothing must be clean, neat, fit properly, and free from offensive pictures, words or logos. Clothing with the logos or names of any competitor of Lampton-Love also are not acceptable. Appropriate footwear should be worn at all times. Employees working in **office** areas should dress conservatively and professionally, which is understood to mean appropriately for your job duties. Under no circumstances may employees wear jogging clothes, shorts, spandex, warm-ups, windsuits, sweatshirts, halter tops, strapless tops, spaghetti straps, "low-rider" slacks which expose bare midriffs, clothing that shows undergarments (sheer), torn clothing, or clothing with holes in it. On all occasions, employees meeting with customers and employees traveling on behalf of Lampton-Love must wear appropriate business attire.

Uniforms may be provided for those employees whose jobs require the wearing of uniforms. Lampton-Love provides uniform to employees at its expense. Uniformed employees must wear neat and clean uniforms.

For all employees, professional appearance also means that the organization expects you to maintain good hygiene and grooming while working. The appropriateness of hair length, facial hair, jewelry, and accessories will be determined by your manager.

Clothing must not constitute a safety hazard. All employees should practice common sense rules of neatness, good taste, and comfort. Provocative clothing is prohibited. Lampton-Love reserves the right to determine appropriate dress at all times and in all circumstances and may send an employee home to change clothes should it be determined that the attire is not appropriate. Non-exempt employees will not be compensated for this time away from work.

Lampton-Love does not generally prohibit employees from appearing at work with visible tattoos. But Lampton-Love prohibits any tattoos with pictures, words or logos that would not be acceptable if appearing on clothing. Tattoos with racist or sexist words or images or that otherwise potentially violate our workplace harassment policy are unacceptable for any employee. If we deem a tattoo to be offensive, we may require the tattoo to remain covered at all times while the employee is at work or on company premises or customer jobsites and/or take disciplinary action up to including discharge.

Use of Premises, Property, and Materials

Meetings held on Lampton-Love's premises must be for the purpose of conducting Lampton-Love business. Meetings for other purposes must be approved in advance by the manager.

The use of business stationery for personal correspondence is forbidden. Reimbursement is required for use of Lampton-Love's postage meter for personal correspondence.

While it has always been Lampton-Love's policy to donate products and materials to various charitable causes, no products or materials, including those put in any trash container, are to be removed from the premises without first obtaining written permission from the appropriate manager. Anyone who removes products or materials without proper authority will be subject to disciplinary action up to and including discharge.

Employees must use company equipment, supplies, tools, and other property carefully and properly and must treat customer property and equipment with equal care. Employees are responsible for keeping up with company equipment, tools, and materials, including during breaks and at night. Employees must lock up or otherwise secure tools and materials when not working with them. If equipment, tools and materials are lost or stolen, employees must report the loss or theft immediately. Depending on the circumstances, the employee may be held responsible for replacement costs. Unauthorized, unsafe, or careless use of or theft of company or customer tools, equipment, materials, supplies, or other property is grounds for discipline, up to and including discharge.

Use of Telephones and Cellular Telephones

Office telephones are a vital part of our business operation. Because of the large volume of business transacted by telephone, personal use of the telephone should be limited and personal calls should be brief.

Personal long distance calls must be billed to your home phone or credit card or placed collect.

Cellular telephones are furnished to certain employees in connection with their job duties. Employees who are issued cellular telephones by Lampton-Love should make all long distance telephone calls while traveling from their cellular telephones. Employees need to limit personal use of their cellular telephones in the same way they need to limit personal use of their office telephones. If a manager determines that an employee has excessive cellular usage for personal calls, the employee will be asked to reimburse Lampton-Love for the cost of excessive cellular usage. If such usage continues, the employee may be subject to disciplinary action up to and including discharge.

Lampton-Love requires the safe use of its cellular telephones by employees while conducting business. Upon request from the employee, Lampton-Love will provide hands-free adapters for company vehicles. The employee should not use the cellular telephone while driving because of safety concerns but should pull to the side of the road to make or receive telephone calls. If you are unable to pull over or stop before receiving a cellular telephone call, you should use the earphone/microphone for increased safety, keep the business conversation brief, and immediately locate a safe area to park your vehicle. Lampton-Love strongly discourages employees from driving while using a hand-held cellular telephone. Please follow all State and Federal laws.

Because of safety, security, and privacy concerns, employees who have cellular photo phones will be required to keep the lens cover closed when the camera isn't in use (if the phone has that option); to point the lens away from others when the phone is in use; to turn off the flash function; to ask permission before photographing anyone or anything in the workplace; and to ask permission to transmit any camera image.

Use of the Internet

All use of the Internet on company devices must be for business purposes only. Employees should see their supervisor to discuss any questions about use of the Internet. Lampton-Love expects that employees will:

- Not participate in chat groups unless their jobs specifically require that they do so;
- Include a disclaimer, when appropriate, explaining that their comments are their own and not necessarily those of the organization;
- Not subscribe to any listserv that delivers more than 10 e-mails per day;
- Unsubscribe from any listserv when they are out of the office; and
- Not view any web sites that are sexual in nature.

Each internet user at Lampton-Love is required to execute Lampton-Love's Computer Usage Policy which is incorporated herein by reference. In the event of any conflict between the language in this section of the Employee Handbook, and Lampton-Love's Computer Usage Policy, the latter shall apply.

Use of Company Vehicles

Certain job positions allow for the personal assignment of a company vehicle. As a general rule, personally assigned vehicles are to be driven home by employees for the sole purpose of garaging and safekeeping the vehicles. Personal use of the vehicles driven home by employees is limited by Lampton-Love's Vehicle Policy, which can be found in the Policy and Procedures Manual.

Some vehicles are assigned on a daily basis for company business. Employees who require the use of such a vehicle must sign for it and pick up the key from the designated employee responsible for the vehicle pool.

Fluid levels should be checked each time that the vehicle is fueled. When returning company vehicles, the vehicle should be parked in the designated area and the key promptly returned to the designated employee responsible for the vehicle pool. In addition to turning in the key, the employee should also sign in the vehicle. Under no circumstances will a company vehicle be kept out overnight without prior authorization from your manager and the designated employee responsible for the vehicle pool.

Payment of speeding and/or parking tickets is the sole responsibility of the employee driving the vehicle. Failure to pay such tickets prior to notification to Lampton-Love by law enforcement agencies may result in disciplinary action up to and including discharge for the employee driver.

Each employee who drives a company vehicle or who drives a personal vehicle on company business is required to complete the National Safety Council's 6 to 8-hour Defensive Driving Course, as taught through Lampton-Love. Employees who do not drive on company business but who wish to take the Defensive Driving Course may do so at no cost to the employee.

Each employee who is assigned a company vehicle or who drives a company vehicle on an occasional basis is required to provide the Compliance Officer with the employee's full name, address, date of birth, driver's license number and Social Security Number and any changes in those data. The Compliance Officer must provide this information to Lampton-Love's automobile liability insurer for use in annual reviews of each employee's motor vehicle (or

driving) record. Lampton-Love's insurer has criteria which it uses to evaluate driving records. If Lampton-Love's insurer determines an employee to be uninsurable, Lampton-Love must revoke that employee's driving privileges for the period of un-insurability. (For purposes of illustration only, exclusions include but are not limited to one or more of the following in a 60-month period: DUI, DWI, or refusal of a substance test, a charge of reckless driving, any felony, or having or driving with a suspended license.) An employee who is excluded by Lampton-Love's automobile liability insurer may not drive a personal vehicle on company business without authorization from the Vice President. You may contact the Compliance Officer for a full explanation of the evaluation criteria.

Travel and Entertainment

Lampton-Love believes that it is important that employees have some assurance that any monies they expend for business purposes while traveling on behalf of Lampton-Love will be reimbursed to them. In addition, Lampton-Love wishes to ensure that equitable standards and effective procedures are in place for controlling travel costs.

1. **Company Credit Cards:** When organization-sponsored credit cards are issued, these cards should be used for business charges only. Employees will be responsible for providing copies of all charge receipts to Accounts Payable. Lampton-Love will receive a monthly report detailing charges to each account from the credit card company. The credit card must be returned to Lampton-Love upon termination of employment.
2. **Travel Arrangements:** Whenever possible, travel should be made via common carrier or a company vehicle. All air travel will be provided or reimbursed at the coach fare cost. Because airlines offer lower fares for travel that includes a Saturday night stay over, employees can be reimbursed for the costs associated with up to two additional travel days if there is a net savings with such a fare. Employees must obtain the written approval from their manager before incurring these additional travel days and should document the net savings on their expense reports.
3. **Documentation Requirements:** Employees will be reimbursed for ordinary and necessary expenses incurred in the performance of company business. Such expenses will be reimbursed upon submission of a properly supported and approved expense report. Expense reports should be filed monthly and must be submitted within ninety days of incurring the expense for the expense to be reimbursed. Documentary evidence, such as receipts or paid invoices, is required for all expenses. If you worked for multiple Lampton-Love companies on the same day or same trip, you should

allocate percentages or dollar amounts on the face of your expense report.

4. **Lodging:** Reasonable costs of lodging (for a single room with private bath in a moderately priced hotel of good quality and location) will be reimbursed with a valid receipt. Hotel movies, spa, salon, shoeshine, or haircut expenses are not reimbursable. Apartment rental allowances may be established for assignments of exceptional length. Lodging with friends is not directly reimbursable, but reasonable restaurant expenses for dinner with friends will be reimbursed as an expression of gratitude for lodging. The expense report should describe this cost as “in lieu of lodging”.
5. **Meals:** Reasonable expenses for breakfast, lunch, and dinner will be reimbursed. Tips should be included in the meal charges on the expense report. Meals prior to departure and after return from a trip will not be reimbursed.
6. **Entertainment:** Entertainment, amusement, or recreation expenses for employees will be reimbursed only if the activity is directly related to the conduct of the organization’s business. The business purpose of the entertainment, the names of the persons involved, and the business relationship must be disclosed on the expense report.
7. **Taxis and Car Services:** Taxi fares and car service costs for business purposes will be reimbursed. Each employee is expected to use the most economical means of transportation.
8. **Telephone Charges:** Telephone charges will be reimbursed if they are incurred in connection with Lampton-Love business. Employees who are issued cellular telephones should use their cellular telephones to make any telephone calls while traveling. Reasonable telephone charges for personal calls while traveling overnight will also be reimbursed.
9. **Laundry:** Reasonable laundry and dry cleaning charges will be reimbursed if the employee is traveling overnight for at least five nights.
10. **Mileage:** Personal car mileage will be reimbursed at the rate allowed by IRS regulations for business purposes. The amount reimbursed will not exceed the equivalent common carrier fare or the cost of renting a car. Any fines incurred as a result of driving or parking violations while on company business will not be reimbursed.
11. **Accidents:** If an accident occurs while an employee is driving a personal vehicle on

company business, the employee must promptly report the accident to the Compliance Officer on the first business day following the accident. Employees also must promptly file or report such accidents on their personal automobile liability insurance policies. Lampton-Love reserves the right to require evidence of personal automobile liability insurance from each employee who drives a personal vehicle on company business.

12. Automobile Tolls and Parking: Automobile tolls and parking expenses incurred for business purposes will be reimbursed. Long-term parking at all airports should be used due to the expense of short-term parking.

13. Travel of/with Spouse: Lampton-Love will not reimburse an employee for the travel expenses of the employee's spouse unless the presence of the spouse on the trip is clearly necessary to the conduct of Lampton-Love business. Employees who intend to claim reimbursement for a spouse's travel expenses must clearly indicate this on their travel request and have it approved by their manager.

Personal Property

Personal belongings brought onto Lampton-Love's premises are the employee's responsibility. While Lampton-Love does all it can to protect employee's property, it cannot be held responsible for the loss or theft of personal belongings.

You may be provided a desk and/or filing cabinet, locker, or other storage container for your use during work. The desks, cabinets, lockers, and other containers remain the sole property of Lampton-Love. Lampton-Love reserves the right to open and inspect desks, cabinets, lockers and other containers, as well as any contents, effects or articles that are in or on desks, cabinets, lockers, or other containers, at any time, without consent or advance notice.

Lampton-Love provides parking spaces for its employees, but Lampton-Love is not responsible for your vehicle or its contents while parked in Lampton-Love's designated parking areas.

Membership In Professional And Civic Organizations

Membership in a professional organization is valuable to our employees as well as to our organization. Lampton-Love will pay the annual membership fee required for an employee to belong to a job-related professional organization. Lampton-Love will also pay the fees required for an employee to maintain one professional designation that is directly job-related. Occasionally there may be a valid business reason to make an exception to this policy and pay for more than one membership or professional designation. Upper management of Lampton-

Love must approve in writing any exceptions to these limits. Lampton-Love cannot pay for associate or student memberships in professional organizations.

If membership in a professional or civic organization or a professional designation is not job related but is beneficial to an employee and to Lampton-Love, you may request that your dues be paid for by Lampton-Love. You should make a written request to your manager.

Lampton-Love will also pay the expenses associated with attending periodic meetings and seminars sponsored by professional organizations.

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SAFETY AND HEALTH POLICIES

Corporate Environmental Policy

Lampton-Love conducts its business in a socially responsible and ethical manner that protects health and the environment. Our goal is to be a leader within industry by emphasizing and encouraging innovative and creative solutions. To this end, Lampton-Love will:

1. Integrate environmental protection into every aspect of its business activities;
2. Comply with all environmental laws or regulations without regard to the degree of enforcement;
3. Participate in the development of environmental legislation, regulation or policy issues that may significantly impact our business. Work actively with appropriate government agencies to ensure timely, reasonable, and cost effective solutions for issues wherever possible;
4. Encourage employees to initiate and maintain an open dialogue with Lampton-Love and with the public regarding environmental matters. This includes recognizing and responding as appropriate to company and community concerns about such matters;
5. Follow relevant standards, good engineering practices, and principles of risk management to ensure Lampton-Love's environmental protection activities are conducted responsibly. This specifically includes the design and siting of new facilities or modification of existing facilities;
6. Exhibit socially conscientious leadership and demonstrate exemplary environmental performance;
7. Conserve company and natural resources by careful management of emissions and discharges and by eliminating unnecessary waste generation. This includes efficient use of energy in our operations;
8. Take the appropriate steps to inform employees, contractors, distributors, customers, and the public with regard to proper disposal of products;
9. Assess potential environmental liabilities prior to the purchases of real property. Work to resolve any problems created by past operations, practices, or handling of oil or hazardous materials;
10. Ensure conformity with this policy by a comprehensive compliance program including audits.

Employees are responsible for compliance with all Lampton-Love policies, procedures, practices, and laws applicable to their assigned duties and responsibilities. Accordingly, employees who are unsure of the legal or regulatory implications of their actions will be responsible for seeking management or supervisory guidance.

Waste Minimization Policy

Lampton-Love is committed to excellence and leadership in protecting the environment. In keeping with this policy, our objective is to reduce waste and emissions. We strive to minimize adverse impact on the air, water and land through excellence in waste reduction. By successfully reducing waste at its source, we can achieve cost savings, increase operational efficiencies, improve the quality of our products and services, and maintain a safe and healthy environment for our employees and the public. Lampton-Love also promotes environmentally sound recycling, reuse, and reclamation of all waste streams.

Lampton-Love's environmental guidelines include the following:

1. Environmental protection is everyone's responsibility. It is valued and displays commitment to Lampton-Love;
2. Reducing and eliminating the generation of waste and emissions at the source is a prime consideration in research, process design, and plant operation. Lampton-Love is committed to identifying and implementing waste reduction opportunities through encouragement and involvement of all employees;
3. Technologies and methods which substitute nonhazardous materials and utilize other source reduction approaches will be given top priority in addressing all environmental issues.

Lampton-Love seeks to demonstrate its corporate citizenship by adhering to all environmental regulations. We promote cooperation and coordination between industry, government, and the public toward the shared goal of reducing waste at its source and recycling in an environmentally sound manner.

Corporate Safety and Health Policy

Lampton-Love's policy is to provide a safe and healthful working environment for its employees and to protect the public safety. This will be accomplished by initiating and maintaining a comprehensive job safety and health program appropriate to our many work locations. The corporate safety objective is to prevent all workplace injuries, illnesses, and economic losses. Our ultimate goal is not only zero accidents and illnesses, but zero near-incidents as well. This goal will be achieved through accident prevention programs; frequent and regular safety inspections; investigation, analysis and reporting of all accidents; the use of properly maintained facilities, equipment, and vehicles by qualified employees; training and educating employees in the recognition, avoidance and prevention of unsafe acts and conditions, and compliance with all Occupational Safety and Health Administration, Department of Transportation, Department of Homeland Security, U. S. Coast Guard and other

safety regulations.

Safety does not just happen. It is a result of the combined efforts of both employer and employee. Lampton-Love will exert its best effort in planning for safety and health; eliminating or controlling all recognized hazards or changed conditions; promptly communicating information on newly-recognized hazards or changed conditions; providing appropriate training; issuing protective equipment; establishing clearly-defined responsibilities; and, in fairly, equitably, and reasonably enforcing safety rules. This effort will be meaningful only with the cooperation of every level of management and supervision and each individual employee. All are expected to contribute to safety and health program planning, comply with all safety directives, report unrecognized hazards and unsafe acts or conditions, report “near misses”, use protective equipment, report any job related injury or illness and seek treatment promptly, and employ good common sense to prevent injury and illness.

The safety of employees and the public will always be paramount and will not be compromised for expediency. Safety is a function of the line organization. Along with productivity and quality, safety is an integral part of the job. A job well done is inherently safe.

Please refer to the Policy and Procedures Manual for more information on Safety, injury or illness on the job and reports of accidents.

Reporting Work-Related Injury, Illness or Accident

We consider it very important for employees to report all work-related injuries, illnesses or accidents. If an employee is injured, becomes ill, or has an accident on-the-job, the employee must report the injury, illness, incident or accident to the employee’s department manager (or other designated individual) as soon as possible but no later than the end of the workday, no matter how minor the injury, illness, accident, or incident may seem. Other employees involved in any on-the-job accident or injuries to co-workers or who witness any on-the-job accident or injuries to co-workers also have the same duty to report the accident or injuries as soon as possible. In the case of an emergency or other reason that prevents the employee from reporting, the employee must report workplace injuries, illnesses, or accidents within 24 hours after the accident or injury, or development of the illness. Failure to promptly report workplace injuries, illnesses, or accidents is grounds for discipline, up to and including discharge. Retaliation against an employee for reporting workplace injuries, accidents, or illnesses is also grounds for discipline, up to and including discharge.

Alcohol and Drug-Free Workplace

Lampton-Love is committed to providing a safe, healthy, and efficient working environment for our employees. To help achieve this goal, employees are prohibited from the following while reporting to work or while on company premises or in company vehicles or on customer property:

- Possessing, distributing, selling, manufacturing, or being under the influence of any illegal drug;
- Reporting to work under the influence of alcohol, or with illegal drugs or other controlled substances in the employee's system;
- Consuming alcoholic beverages during normal business hours; and,
- Abusing prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.

Use of some drugs is detectable for several days. Detection of such drugs will be considered being "under the influence". Lampton-Love has a "zero tolerance" policy regarding drug use: a "positive" drug test is cause for immediate discharge. Refusal to submit to a drug and/or alcohol screen is cause for immediate discharge.

Lampton-Love also prohibits the possession, use, distribution, sale, or dispensing of drug paraphernalia (including anything used, designed, or intended for illegal or improper use of any drug) on company property, on customer property, or in company vehicles.

Employees using prescription drugs according to a physician's instructions or using over-the-counter drugs for medicinal purposes should notify their supervisor or manager immediately if such drugs could impair their physical, mental, emotional, or other faculties. Prescription drugs may be brought upon company premises only by the person for whom they are prescribed. Prescription drugs must only be used by the person to whom they are prescribed by a licensed physician and in the manner, combination, and quantity prescribed. On request, for verification, the employee may be required to provide a copy of any prescription or the medication in its original container. Failure to report the use of prescription drugs that could impair your physical, mental, emotional, or other faculties may result in disciplinary action up to and including discharge.

Substance Abuse and Substance Testing

Lampton-Love has taken a number of steps intended to help ensure that you will work only with people who are free from the effects of alcohol and other drugs. One of the most important steps toward a drug-free workplace is this substance abuse and substance testing policy. The

organization's substance abuse program includes several components to support its efforts to remain drug-free, including:

- Supervisory training;
- Employee awareness program;
- Drug testing of applicants;
- Drug testing after accidents involving injury and/or property damage;
- Drug testing when a supervisor suspects that an employee is "under the influence" during working hours; and
- Drug testing on a random basis.

Information relating to drug and/or alcohol screens will be kept strictly confidential. Access will be limited to certain individuals within Lampton-Love. Under no circumstances will the results of a drug and/or alcohol screen be discussed with individuals who do not have a work-related need to know.

If employees are involved in a motor vehicle accident, on-the-job injury, or any other type of accident where medical attention is requested or required, they will be screened to determine whether they test positive for drugs and/or alcohol.

Applicants for Employment: Any applicant for employment tentatively selected for employment may be required, as a part of the overall application process, to provide a urine sample, blood sample, or hair sample. That sample will be tested by a laboratory, independent of Lampton-Love, for illegal drugs, non-prescribed prescription drugs, and prescription drugs above their prescribed dosages.

The testing process is a private, confidential medical matter and reasonable steps will be taken by the Lampton-Love designated collection agent to ensure the privacy and dignity of the individual. Likewise, the results of the drug testing will be kept confidential. An applicant for employment who tests positive and who is unable to provide a valid prescription for the drug causing the positive test may be deemed unsuitable for employment. An applicant who refuses to take drug or alcohol test if instructed, or interferes or tampers with any drug or alcohol test, may also be deemed ineligible for employment.

Current Employees: Current employees may be required to provide urine samples, blood samples, hair samples, or breath samples (for alcohol level) and undergo medical testing for illegal drugs, non-prescribed prescription drugs, and prescription drugs above their prescribed dosages, as well as alcohol in any one of the following circumstances:

1. Direct observation by a manager or supervisor of drug/alcohol use or possession and/or physical symptoms of being under the influence of alcohol or other drugs;
2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug-related offense or the identification by law enforcement authorities of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking;
4. Information provided either by sources deemed by Lampton-Love to be reliable and credible sources or independently corroborated;
5. Newly discovered evidence that the employee may have tampered with a previous drug test;
6. Involvement in an on-the-job accident or engaging in obviously unsafe job-related activities that poses a danger to the employee or to others;
7. On a random basis.

The testing process is a private, confidential medical matter and reasonable steps will be taken to ensure the privacy and dignity of the individual. The testing will be conducted by a laboratory, independent of Lampton-Love, and generally supervised by a physician or other health care professional who has been designated as a collection agent.

An employee who tests positive and who is unable to provide a valid prescription for the drug causing the positive test or whose breath-alcohol level or blood-alcohol level, in the opinion of the examining physician, indicates a probability of on-the-job impairment may be discharged. Refusal to take drug or alcohol test if instructed, or any interference or tampering with any drug or alcohol test are also grounds for discipline, up to and including immediate discharge. An employee discharged as a result of Lampton-Love's substance abuse and substance testing policy will be considered for re-employment only upon Lampton-Love's receipt of certifications by qualified rehabilitation professionals sufficient to satisfy Lampton-Love, in its sole judgment, that the individual has successfully completed a rehabilitation program and is no longer a user or abuser of alcohol or other drugs.

While Lampton-Love does not condone the abuse of alcohol, prescription drugs, and/or use of illegal drugs, Lampton-Love does recognize that addiction to drugs and/or alcohol can be treated. If an employee recognizes a personal addiction or abuse problem and seeks assistance from management in advance of detection, the organization will assist the employee in seeking treatment. The confidential nature of the employee's counseling and rehabilitation for drug and/or alcohol abuse will be preserved to the greatest extent possible.

Weapon-Free Workplace

Except as provided below concerning firearms in personal vehicles, Lampton-Love prohibits anyone from possessing or carrying weapons of any kind on company property, in company vehicles, or while on company time, unless expressly approved in writing by an officer of Lampton-Love. Prohibited weapons include:

- Any form of weapon, firearm, or explosive;
- All illegal knives or knives with blades that are more than six inches in length;
- Tasers, stun guns, or other immobilizing devices; or
- Any other form of weapon that has no other purpose than to harm or kill.

If you are unsure whether an item is covered by this policy, please contact your supervisor or manager.

You are responsible for making sure that any item you possess is not prohibited by this policy. Police officers, security guards, and other individuals whose job responsibilities require them to carry a weapon or who have been given consent by Lampton-Love to carry a weapon on the property will be allowed to do so.

Employees who violate the weapons policy may be given an opportunity under appropriate supervision to remove the banned weapons from Lampton-Love property. Failure to do so will result in disciplinary action. While Lampton-Love has a policy prohibiting weapons, nothing in this policy shall be construed as creating any duty or obligation on the part of the organization to take any actions beyond those required of an employer by existing law.

Lampton-Love does not restrict any employee's transportation or storage of a firearm in a privately owned vehicle while parked or operated in a company parking area. If the vehicle is unattended, the firearm must be kept securely locked within the vehicle at all times while on the company parking lot. An employee's storage or transportation of a firearm in a personal vehicle on a company parking area in compliance with this policy is not grounds for discipline.

Workplace Violence Prevention

The safety and security of all employees is a core value of Lampton-Love. Threats, threatening and abusive behavior, or acts of violence against employees, visitors, customers, contractors, or other individuals by anyone on company property will not be tolerated. Violations of this policy will lead to disciplinary action up to and including discharge and/or referral to appropriate law enforcement agencies for arrest and prosecution. Lampton-Love reserves the right to take any necessary legal action to protect its employees.

All employees are responsible for notifying management of any threats that they witness or receive or that they are told another person witnessed or received. Even without a specific threat, all employees should report any behavior they have witnessed that they regard as potentially threatening or violent or which could endanger the health or safety of an employee, a visitor, customer or contractor when the behavior has been carried out on a company-controlled site or is connected to company employment or company business. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. Lampton-Love recognizes our responsibility to keep certain information confidential, and we have developed procedures which respect the privacy of the reporting employee.

Lampton-Love prohibits any retaliation against an employee who reports conduct reasonably believed to be in violation of Lampton-Love's workplace violence policy.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on company premises shall be removed from the premises as quickly as safety permits and shall remain off company premises pending the outcome of an investigation. An employee who is banned from the premises during an investigation shall be considered as on unpaid time off. Following investigation, Lampton-Love will initiate a prompt and appropriate response. This response may include but is not limited to suspension and/or discharge of any business relationship, reassignment of job duties, suspension, or discharge of employment, and/or criminal prosecution of the person or persons involved. If Lampton-Love's investigation vindicates an employee who is on unpaid time off, that employee shall be paid for the days off.

Off-Duty Employees

Off-duty employees are not allowed access to interior areas of Lampton-Love's worksites except for the purpose of conducting business with Lampton-Love. Off-duty employees must stop at the front desk or front gate and come only to their assigned work area or the work areas of employees who administer personnel functions. The Human Resources Department or payroll administrator will help with your off-duty business; for example, picking up paychecks, applying for benefits, and returning from leave.

Visitors

Employees are not permitted to have personal visitors while at work. Relatives or friends may not be brought onto Lampton-Love's premises without permission. Visitors are not permitted on Lampton-Love's premises without the advance approval of the employee's manager or supervisor or the department manager or facility manager. Visitors and applicants for employment must identify themselves at the front desk or front gate.

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ATTENDANCE, SCHEDULING, AND PAYROLL POLICIES

Workweek/Work Hours Expectations

For payroll and overtime pay calculation purposes, Lampton-Love's seven-day workweek begins at 12:01 a.m. on Monday and ends the following Sunday at 12:00 midnight. General office hours are from 8:00 a.m. to 5:00 p.m. daily. From a productivity and business needs perspective, and unless otherwise scheduled, Lampton-Love generally expects all regular full-time employees, both exempt and non-exempt, to work a normal workday of eight (8) hours each regular work day and forty (40) hours each regular workweek. While Lampton-Love expects at least forty hours of work each week from regular full-time employees, we cannot and do not guarantee that any employee will actually work that many hours in any given day or week.

Work Schedules

Employees will receive specific work schedules from the employee's department manager. As starting and ending times vary within departments and office locations, the manager of each department will determine the schedule for the particular department. Lampton-Love reserves the right to modify an employee's starting and quitting time as well as the number of hours worked to accommodate business needs. If it appears necessary to or if a non-exempt employee is required to report to work early or work after a scheduled work time to complete a particular job, the non-exempt employee must first obtain the supervisor's or manager's permission or instruction to do so.

Attendance and Punctuality

Good attendance is a mark of dependability and an essential part of every job. Each employee is expected to be in the employee's work area on the assigned job site and ready to work at the scheduled starting time and to remain until the scheduled quitting time. Excessive absenteeism, tardiness and/or leaving early causes other employees within the organization to have to bear the burden of filling in for the absent employee.

Because Lampton-Love recognizes employees may be absent from work due to illness or the occasional need to take care of personal business during the normal workday, we have adopted "Paid Time Off Plans" under which employees may be permitted to take PTO when those needs arise. Employees may also qualify for a leave of absence for their own major illness, the major illness of a family member, the birth or adoption of a child, work-related injury or illness, or military and/or National Guard duty. Employees who are not on approved leave and are absent from work will be addressed through the normal disciplinary process as set forth in the "Corrective Action" section in this Handbook.

Notice of Tardiness/Absence

If an employee has a foreseeable reason for coming in late to work, or leaving work early, or missing work (such as a scheduled medical appointment), the employee must give notice of the anticipated tardiness or absence in advance in order for the absence or tardiness to be excused. To provide proper advance notice, the employee must notify the department manager (or other person designated by the department manager) as soon as the employee knows of the need for the absence or tardiness or at least three (3) business days in advance of the absence or tardiness.

When planning medical treatment, employees must consult with and cooperate with management and make a reasonable effort to work out a treatment schedule that best suits everyone's needs and so as not to unduly disrupt our operations, subject to the approval of the employee's health care provider.

If an emergency or other unforeseen event causes an employee to be late for work or unable to report for work, the employee must notify the department manager (or other person designated by the department manager) in person or by phone call at least one hour before the scheduled start time, or if this is impossible or impractical, as soon as possible. If an emergency or other unforeseen event, illness, or injury requires an employee to leave work before the scheduled end of the workday, the employee must notify the department manager (or other person designated by the department manager) in person or by phone before leaving work. Notice to a co-worker is not acceptable.

Unless the employee is physically or mentally incapable of giving notice, all such notice must be personally made by the employee and not by a family member, friend, co-worker, etc. When reporting an unforeseeable absence or tardiness, employees must always provide the following information: (1) full name, (2) a phone number where the employee can be reached, (3) a detailed reason for the absence, late arrival, or early departure, and (4) when the employee expects to arrive at work or return to work.

An employee who is to be absent from work for more than one day must follow this notice policy for each day of absence, unless the employee has previously advised of the expected duration of the absence, has obtained approval for a leave of absence, and has been given different notice instructions.

Employees who are absent for their own, or for a covered family member's illness or injury, including serious health conditions or who are absent because of an on-the-job injury or illness

may be required to report periodically on their status and expected return to work date.

Medical and Return to Work Certifications

An employee who is absent from work for 3 or more consecutive work days due to illness or injury must provide certification from a treating health care provider that includes: (i) a statement of the employee's need to be absent from work; (ii) the condition or other reason for the absence; (iii) the expected duration of the absence; and (iv) the expected return to work date, if known. An employee who fails to provide the required medical certification may be placed on unpaid time off and is subject to discipline, including discharge, for failure to comply with Company rules. It is the employee's responsibility to obtain such certification in a timely manner.

If an employee is absent from work on any medical-related leave of absence, the employee will be required to provide a return to work certification from a treating health care provider that includes: (i) a statement that the employee can return to work; (ii) the date the employee can return to work; and (iii) work restrictions, if any. An employee will not be allowed to return to work until a return to work certificate has been provided.

Time Reporting

All non-exempt employees must clock in and out via the timekeeping system and maintain an accurate record of hours worked each week, showing the exact time that work began and ended and including time off for lunch or any absence for personal reasons. Employees should "clock in" to work and "clock out" from work (and lunch breaks) as close to the scheduled starting and finishing time of work and lunch breaks as possible. No "off the clock" work is allowed. Employees are responsible for maintaining their timecards in a timely manner. Hourly employees should keep their login credentials private and should never clock a fellow employee in or out or login to another employee's timecard for any reason. If an employee forgets to record time (or if the time records are incorrect for any other reason), the employee must make the necessary correction for approval by the manager. No other employee is authorized to alter any employee's time record. Failure to properly record time worked or other violations of this policy are grounds for discipline, including discharge.

Exempt employees are responsible for keeping records of PTO used by requesting PTO in Empower. The supervisor is responsible for notifying the Human Resources Department of exempt employees' schedules.

Breaks

An unpaid meal period of at least 30 minutes is provided to any non-exempt employee who is scheduled to work a minimum of 6 hours per day. The normal meal period should occur approximately halfway through the workday. However, certain departments may require alternate meal periods. The length of the meal period may vary from 30 minutes to 1 hour according to the needs of the department. Non-exempt employees should clock out for their lunch periods or record their lunch periods on their time sheets. Non-exempt employees will be paid if instructed to work during the meal break. Otherwise, the meal break is an unpaid period of uninterrupted time away from work duties. Employees cannot “take a break” at the start or end of a workday in order to arrive late or leave early.

An employee who is a nursing mother may take reasonably necessary additional breaks during the workday to express breast milk for the worker’s infant child, beginning from the date of a child’s birth and for up to one year. Lampton-Love will provide a room or other location (in relatively close proximity to the work area, if practical, and not a bathroom), where the employee can express milk in privacy and without interruption. Nursing mothers should coordinate specific nursing breaks with their supervisors. Nursing breaks are unpaid for non-exempt employees.

Jury Duty/Witness Service

Lampton-Love recognizes jury duty as a civic responsibility and an opportunity for meaningful service. An employee summoned for jury duty must present any summons to the supervisor on the first working day after receiving the notice. Employees who do so will be excused from work while serving jury duty. If you are not required to serve on a day you are normally scheduled to work, or if you are excused before serving three hours of jury duty, you are expected to report to work. Employees must report back to work on the next regularly scheduled hour after being dismissed from jury duty and must present the release certificate from the court upon returning to work. Employees called to serve on a jury on scheduled workdays will be paid at the straight time base rate of pay for the time in which the court requires attendance. Time paid for jury duty does not count as “hours worked” towards the 40 hours in a workweek for non-exempt employee overtime pay calculations.

Employees called to serve as a witness at the request of Lampton-Love (by subpoena or otherwise) will be paid for the time. This time is counted towards the 40 hours in a workweek for non-exempt employee overtime pay calculations. If you are subpoenaed to appear in court as a witness but not at the request of Lampton-Love, you will be excused from work in order to comply with the subpoena, but you will not be paid for the time.

To receive Jury Duty or Witness Service pay, you are required to bring documentation from the courthouse showing the dates of service and the hours served for each day.

Overtime Work and Overtime Pay

When operating requirements or other needs cannot be met during regular working hours, employees may be required and instructed to work beyond the usual scheduled hours. Management has discretion to instruct employees to start working before or after the regularly scheduled start time and to cease working before or after the regularly scheduled stop time. Refusal to work beyond regularly scheduled hours when instructed to do so, or refusal to abide by instructions concerning changed work hours, may also result in corrective action up to and including discharge.

Instructions to work beyond regularly scheduled hours may result in an employee working more than 40 hours in the seven-day workweek. Management may also schedule employees to work more than 40 hours in the workweek. All work beyond the regularly scheduled hours and all work by non-exempt employees beyond 40 hours in the workweek must be authorized or scheduled in advance by the immediate supervisor or a member of management. Working beyond the regularly scheduled hours of work or working beyond 40 hours in a workweek by non-exempt employees without prior authorization or instruction are grounds for corrective action, including discharge.

Non-exempt employees will be paid 1-1/2 times the regular rate of pay of all hours worked in excess of 40 hours in a workweek. "Hours paid" but not worked (for example, paid holidays, paid jury duty days, or PTO days) are not used in determining overtime pay.

Exempt salaried employees are paid a salary for performing a specific job, not for the number of hours worked. Accordingly, exempt employees generally are not paid extra for overtime work because the salary is intended to cover all time worked, regardless of how many or how few hours the employee works during a week.

On-Call Policy

To ensure that we provide exceptional service to our customers, the Company has implemented this On-Call Policy. This policy will remain in effect until further notice and is subject to change at any time at the sole discretion of management.

On-Call Schedule. On-Call will run from Friday at 5:00 p.m. to the following Friday at 5:00 p.m. Each week, another employee in the rotation will be assigned to on-call duty for the next

7-day period. Newly hired employees will be added to the rotation at the discretion of Management.

An On-Call schedule will be set by Management and will be made available to all employees in the rotation. It is the on-call employee's responsibility to make whatever arrangements necessary to cover the assigned on-call time if the employee is not going to be available. All changes MUST be approved by Management.

On-Call Requirements. When on-call, unless otherwise instructed, employees are not required to remain on company premises. An employee is free to engage in any personal activities while on-call, except that the on-call employee must remain free of the influence of alcohol or illegal drugs. An on-call employee also should not take any prescription drug that adversely affects the employee's ability to respond to a call and safely and effectively perform job duties if called into work.

On-call employees must remain available by telephone, text or email and are expected to respond to any phone call, text message, or email promptly. The On-Call employee must respond to the site where the emergency call is immediately.

On-Call Compensation for Non-Exempt Employees. For the inconvenience of having to be available, the Company provides additional compensation of \$100 per week for non-exempt employees in the on-call status. This additional compensation will be paid even if the employee does not receive any dispatch for a call-out job. Time spent on-call does not count as "hours worked" for purposes of determining overtime eligibility.

Call-Out Assignment Travel Pay for Non-Exempt Employees. If a non-exempt employee responds to a call-out dispatch after regular work hours or on a weekend day, in addition to the actual time spent working on the call-out assignment, the Company will pay for the time spent traveling from the worker's home to the customer's location or other call-out work assignment location (other than the usual assigned work location) and returning home after the call-out assignment. Employees must accurately record the call-out travel time in the timekeeping system. This call-out travel time will count towards "hours worked" for purposes of determining overtime eligibility. Ordinary commuting time to an employee's usual assigned work location from home or from that location returning home, even on a call-out assignment, does not qualify for additional call-out travel pay or count as hours worked.

On-Call Compensation for Exempt Employees. Exempt employees, excluding Branch Managers and Assistant Branch Managers, who are assigned to be on-call will receive

compensation in the form of one-half (½) of the After-Hours Call Out Fee that is charged to the customer.

Pay Day

New employees will be advised by their managers when they can expect to receive their first payroll check and what their normal pay schedule will be. Exempt employees are paid to date. Hourly employees are paid in arrears. Payday is every other Friday.

Direct Deposit

All Lampton-Love employees will be paid by direct deposit. Direct deposit is the electronic transfer of your pay directly into your bank account. Direct deposit is safe and secure. You will receive a copy of your pay stub with this option, but you avoid standing in line at your bank to deposit your check. You will sign up for direct deposit at time of employment.

Employee Responsibility to Review Time and Pay Records

Employees are personally responsible for the accuracy of their time records and individual pay records. Employees should review the time records each pay period and pay stubs when received to make sure they are correct. If an employee believes a mistake in time records or pay records has occurred or believes the records do not accurately reflect all hours worked, or questions whether any hours worked were not accurately recorded, or has any questions about pay, or believes the pay does not accurately reflect hours worked, the employee should immediately report the matter to the Human Resources Department for investigation.

Exempt Employee Salary Deductions

With respect to absences from work, we will deduct pay from an exempt employee's salary under the following circumstances: (i) one or more full day absences for personal reasons (after exhausting any paid time off); (ii) one or more full day absences for illness, injury or sickness (after exhausting any paid time off); (iii) one or more full day disciplinary suspensions; and (iv) partial or full day absences during an approved leave covered by our Family and Medical Leaves of Absence (FMLA) Policy. Except for partial day intermittent medical leave absences, we will not deduct pay from an exempt employee's salary if the employee has a partial day absence. If an exempt employee believes we made an incorrect or improper salary deduction, the employee must promptly report the deduction to the Human Resources Department. If we incorrectly made a deduction from an exempt employee's salary, we will reimburse the employee for the deducted pay.

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BENEFITS POLICIES

Holidays and Holiday Pay

Lampton-Love recognizes the following holidays when our offices and worksites are usually closed and employees are usually scheduled off work:

- | | |
|--------------------|-----------------|
| ◆ New Year's Day | ◆ Labor Day |
| ◆ Good Friday | ◆ Columbus Day |
| ◆ Memorial Day | ◆ Thanksgiving |
| ◆ Independence Day | ◆ Christmas Day |

A recognized holiday that falls on a Saturday typically will be observed on the preceding Friday. A recognized holiday that falls on a Sunday typically will be observed on the following Monday. All holidays are subject to change based on business conditions.

Regular Full-Time employees and Regular Part-Time employees who consistently work a minimum of 30 hours per week are eligible to receive holiday pay on these holidays if the holiday falls on a regularly scheduled work day for that employee. Part-Time employees who consistently work under 30 hours per week, Temporary, and Seasonal employees are not eligible for holiday pay.

Holiday pay will be at the eligible employee's regular rate of pay for the hours the employee regularly works in a regularly scheduled workday, not to exceed eight hours. Holiday pay is not counted as "hours worked" for purposes of overtime eligibility calculations.

Generally, an employee must work, or be on a prescheduled vacation using PTO, on the scheduled workdays immediately before and after a holiday in order to receive holiday pay. If a recognized holiday falls during an eligible employee's vacation absence, we will provide the holiday pay rather than charging PTO.

If we require an eligible non-exempt employee to work on a company holiday, we will provide the regular pay for the hours worked as well as the holiday pay (that is, a "working holiday" is effectively paid at double the usual hourly rate).

Paid Time Off (PTO)

Eligibility. Regular Full-Time employees are eligible to receive and use Paid Time Off (PTO). Part-Time, Temporary, and Seasonal employees are not eligible for PTO.

Overview. Lampton-Love intends to provide eligible employees flexibility to use PTO as needed. An employee who provides notice required by this policy may use PTO to take off from work with pay for any personal reason, including a vacation, school or childcare or other family obligations, a non-work related illness or injury, medical appointments, or for personal

reasons unrelated to illness. We may charge an employee's PTO "bank" to pay for absences due to personal reasons even without a request from the employee. When used for time off from work, PTO is paid at the employee's then current straight-time hourly rate (or equivalent hourly rate determined from the weekly salary, as applicable). PTO does not count as "hours worked" for purposes of eligibility for overtime pay.

Amount of PTO. An eligible employee who has less than 5 years of continuous service may accumulate up to 17 PTO days (136 hours) per calendar year. For these workers, PTO accumulates at the rate of 11.33 hours per each month worked. An eligible employee who has 5 years or more of continuous service may accumulate up to 22 PTO days (176 hours) per calendar year. For these workers, PTO accumulates at the rate of 14.67 hours per each month worked.

When an employee is hired, Lampton-Love will allocate a pro rata amount of PTO depending on the month of hire for use until January 1 of the next calendar year, except that employees hired in October, November, and December are not allocated any PTO. Lampton-Love allots PTO on January 1st each calendar year. Unused PTO at the end of a calendar year is forfeited and cannot be carried over into the next calendar year.

Limits on PTO Use. Except for employees hired in October, November, and December, an eligible employee will accumulate PTO during the initial 90 days of employment, but cannot use any PTO during those first 90 days. No employee may "cash out" PTO in a lump sum at any time during employment. PTO must be taken if available. Employees who do not work their scheduled hours cannot choose unpaid time in lieu of using PTO.

PTO Increments. PTO will only be paid in 4 (four) or 8 (eight) hour increments. Other incremental hours are NOT allowed (i.e. 2 hours, 2.5 hours, 3 hours, etc.) If hours are submitted improperly to the Payroll Department, the hours will automatically be adjusted to adhere to this policy. The adjustment will automatically be rounded up to the next correct increment. Anything submitted for **less** than 4 (four) hours will be changed to a 4 (four) hour increment, any submission **more** than 4 (four) hours but **less** than 8 (eight) hours, will be rounded up to the 8 (eight) hour increment. The employee's available PTO will reflect these changes.

Interaction with Holiday Pay. If a recognized holiday falls during an eligible employee's vacation absence, we will provide the holiday pay rather than charging PTO.

Requesting/Scheduling PTO. Requests to use PTO must be made as soon as the need for the

leave is known, preferably 30 days in advance. Notice should be given as soon as feasible if the employee is unable to give a 30-day notice. The request for PTO is not a guarantee of approval. To be granted, the request must be approved by the employee's supervisor or manager. All PTO is to be scheduled and approved by management. It is the role of the manager to ensure their branch is sufficiently staffed each day. As a result, a manager may deny a PTO request even if the employee has PTO available to use. Management will make the final decision in the event any two or more employees request to use PTO at the same time.

Lampton Love is a "seasonal" company. This means certain periods of the year are busier than other times. Our "busy Fall/Winter season" begins and ends depending on the weather. Other weather-related occurrences may impact our busy times such as hurricanes, tornados, ice storms, etc. During this time, PTO leave is discouraged. It may even be necessary to deny PTO time that has been previously approved in order to sufficiently take care of customers during weather related emergencies. If time off cannot be avoided, we ask that it is pre-authorized at least two weeks in advance before taking. This gives the manager time to plan and cover your position while you are out.

Termination. If an employee terminates employment for any reason, we will calculate actual time worked through date of termination. If the employee has not worked sufficient time to earn the amount of PTO already taken, the excess PTO time will be deducted from the employee's last check. For example, if a person was hired in January and quit in July and had used 10 days PTO, 1.5 days (12 hours) would be deducted from the last check.

Employees who give proper timely two-week written notice of a resignation are eligible for payment of unused accrued PTO. Employees who voluntarily quit or who are discharged forfeit all unused accrued PTO. Depending on the circumstances, Lampton-Love reserves rights to pay or deny payment of unused PTO when employees are laid-off or administratively terminated.

Short Term Disability Pay

Eligibility. Full Time employees who have completed at least one full year of employment are eligible for the additional Short Term Disability Pay benefit described in this policy. Part Time, Temporary, and Seasonal employees are not eligible for STD Pay.

Overview. Lampton-Love provides Short Term Disability Pay to an eligible employee only when the employee (1) is certified by a healthcare provider to be unable to perform essential job functions due to a serious injury or illness, including an incapacity and inability to work due to pregnancy, childbirth, or related medical conditions, (2) is approved for a continuous

leave of absence, and (3) has exhausted all PTO. STD Pay is not available and will not be paid if the illness or injury occurred through outside employment. If a worker's illness or injury was sustained on the job with Lampton-Love, we will allow STD Pay in increments to supplement workers compensation benefits, not to exceed 100% of the employee's usual pay. The STD Pay benefit is not merely supplemental PTO and cannot be used for minor ailments such as cold or flu. STD Pay is not counted as "hours worked" for purposes of overtime eligibility calculations.

Amount of STD Pay. After a Full Time employee completes one full year of service, the employee is eligible for one week (5 days) (40 hours) of STD Pay. For each subsequent year of completed employment, one additional week (5 days) (40 hours) of STD Pay is granted with a maximum of 12 weeks total benefit.

Documentation/Approval. The employee must submit proper documentation from a physician stating the nature of the serious injury or illness and the estimated length of treatment and recovery. Payments of benefits are subject to approval of management before payment is issued.

Bereavement Leave

Lampton-Love recognizes the need for time away from work in instances of personal loss. Should a death occur in your immediate family and you are a regular status employee, you will be granted up to 5 days off with pay, according to the following schedule of benefits. If you need time in excess of the bereavement leave benefit days, you may request a leave of absence or use earned PTO with the approval of your supervisor.

5 days (40 hours)	Spouse, child, and stepchild;
3 days (24 hours)	Parent, step-parent, sibling, step-sibling, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law;
1 day (8 hours)	Brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

Payment for bereavement leave is at your straight time rate of pay. Bereavement leave pay is not counted as "hours worked" for purposes of overtime eligibility calculations. Time off without pay or PTO may be granted to attend the funerals of other close relatives or friends upon approval by your supervisor.

Lampton-Love reserves the right to request all pertinent information including the deceased relative's name, the name and address of the funeral home, and the date of the funeral.

Health and Welfare Benefits

Once employees have met the appropriate eligibility requirements, they may be eligible to participate in the health and welfare plans described below. This *Employee Handbook* only provides a summary of these plans. The terms of the plan documents maintained in the Human Resources Department and the summary plan descriptions are controlling.

The benefit levels and current premiums provided in the following sections are for illustration purposes only and represent benefits offered and premium costs as of the time of printing. Lampton-Love attempts to provide health and welfare benefits to meet the needs of its employees; however, Lampton-Love reserves the right to change the health and welfare benefits it makes available to employees. The inclusion of descriptions of benefits in this Employee Handbook does not represent a commitment by Lampton-Love to provide a particular benefit at a stated premium.

BENEFIT	ELIGIBILITY REQUIREMENT
Medical Coverage	After 30 days of continuous employment
Dental Insurance	After 30 days of continuous FT employment
Life/AD&D Insurance	After 30 days of continuous FT employment
Long Term Disability	First of month following 90 days of continuous FT employment
Flexible Spending Account	After 30 days of continuous FT employment
Tobacco Use Cessation Payment	No Waiting Period
Profit Sharing	The first Jan 1/Jul 1 after 1 year and 1,000 hours worked
401(k) Participation	No Waiting Period – 18 years or older
401(k) Employer Match	The first Jan 1/Jul 1 after 1 year and 1,000 hours worked
Grant-in-Aid	No Waiting Period
Tuition Reimbursement	After 1 year of continuous employment
Credit Union Membership	No Waiting Period

1. Health Insurance Benefits

Full Time employee are eligible to apply for health insurance benefits once employed for 30 consecutive days. Part Time, Temporary, and Seasonal employees who actually work a minimum average of 30 hours per week, are eligible for health insurance benefits only when the health plan eligibility requirements are met, including the applicable 30 day waiting period. Eligible employees may choose to cover immediate family members (spouse and children) by completing a form to identify family members to be covered and paying a portion of the insurance costs.

Employee costs for medical coverage are deducted from pay before federal, state, and Social Security taxes, as allowed by a cafeteria plan. Application of the cafeteria plan

guidelines to the health coverage does impose limits on the employee's flexibility in adding or deleting family members. Changes to coverage can be made only within 31 days of a qualifying event or during the open enrollment period. Qualifying events include but are not limited to marriage, divorce, loss of medical coverage from another source, addition of medical coverage from another source, or the birth or adoption of a child. To take advantage of a qualifying event, the employee must notify the Human Resources Department within 31 days of the event.

Changes to coverage also can be made during the open enrollment period, which currently is November of each year. Changes made during the open enrollment period will take effect on the following January 1. To make a change during the open enrollment period, the employee must notify the Human Resources Department no later than December 1.

2. Continuation Coverage for Health Insurance

Participants (employees and dependents) covered under our group health insurance plan will have the right to continue insurance coverage at group rates at their own expense if certain events occur that would otherwise cause a loss of insurance coverage termination of employment, a significant reduction in number of hours worked, divorce, age of dependent children, or disability. Employees must provide to the Payroll Department written documentation regarding events (such as a divorce decree) that may affect insurance coverage. You will be notified of your right to continue medical coverage when you become eligible for the extended coverage. You must complete an application and pay appropriate premiums when due in order to obtain this extended medical insurance coverage. Your medical insurance will end if you do not make application, if you fail to pay premiums, or if you become covered under another medical insurance plan.

An employee is not eligible for continuation of coverage if the employee was terminated due to gross misconduct.

Continuation coverage is subject to time limitations as follows:

- Up to 18 months because of loss of employment;
- Up to 24 months because of activation of military service;
- Up to 29 months because of disability as determined by the Social Security Administration;
- Up to 36 months for a dependent because of death, divorce, age restrictions, or Medicare enrollment.

3. Dental Insurance

The cost of dental insurance coverage is paid by the employee. To be eligible for dental insurance, an employee must be classified as a Full Time employee who has been employed continuously for 30 days.

Dental insurance premiums are covered under the “Cafeteria Plan” as described in the Medical Benefits section above and are exempt from federal, state, and Social Security taxes. Dental insurance coverage has the same Cafeteria Plan limitations on the ability to add or delete coverage.

4. Life Insurance

Lampton-Love provides life insurance on you and your dependents at no cost to you (except for applicable taxes). To be eligible for life insurance, you must be classified as a Full Time employee and be employed continuously for 30 days.

Life insurance benefits are as follows:

- Employee Life: Two times the employee’s annual salary based on a 40-hour week. Maximum benefit of \$400,000;
- Employee Accidental Death & Dismemberment: Two times the employee’s annual salary based on a 40-hour week. Maximum death benefit of \$400,000;
- Spouse Life: \$2,000
- Dependent Child Life:\$500

5. Long-Term Disability Insurance

Lampton-Love will pay of the cost of Long Term Disability (LTD) insurance. To be eligible for Long Term Disability insurance, you must be classified as a Full Time employee and be employed continuously for 3 months. Coverage will begin on the first day of the month following 3 months of full time employment.

The features of the Long Term Disability insurance coverage offered by Lampton-Love are the following:

Benefit: 60% of the base monthly salary, with a maximum monthly benefit of \$9,000;

Premium: 0.96% of the monthly salary, shared equally between the employee and Lampton-Love;

Qualifying Disability period: 3 months.

Flexible Spending Accounts

Lampton-Love offers employees an opportunity to participate in two Flexible Spending Accounts: Medical Spending Account and Dependent Care Spending Account. Flexible Spending Accounts offer an employee the opportunity to set aside pre-tax dollars to use for planned out-of-pocket medical or dependent care expenses. To be eligible for participation, you must be classified as a Full Time employee and be employed for 30 consecutive days. Flexible Spending Accounts are covered under the Cafeteria Plan and are exempt from Federal, State, and Social Security taxes. As with other pre-taxed benefits, you can enroll in or make changes to the Flexible Spending Accounts during open enrollment period (in November to be effective the following January 1) or if you notify the Human Resources Department within 31 days of a qualifying event that significantly affects your need for coverage.

Profit Sharing Contribution

Employees with qualifying years of service are covered under Profit Sharing. The Plan Year begins July 1 of each year and runs through the following June 30. To be eligible to receive the contribution you must be employed for one year and work at least 1,000 hours in the Plan Year. Participation begins on January 1 or July 1 after you complete one year of service. These funds are deposited into your 401(k) account.

Each year Ergon's Board of Directors determines what (if any) contribution will be made. Historically, contributions have averaged 6% of the employee's Plan Year income; but, contribution levels are based on profitability, and Lampton-Love cannot guarantee any certain contribution level in the future. Additional information can be obtained from the Human Resources Department.

401(k) Retirement Savings

Full-Time, Part Time, Temporary, and Seasonal employees are eligible to participate in the Ergon 401(k) plan when the plan requirements are met. Lampton-Love provides each eligible employee the opportunity to participate in a 401(k) retirement plan administered by a registered third party administrator. A 401(k) plan allows you to make contributions to your own retirement accounts. Your contributions are exempt from federal and most state taxes and may grow tax deferred until paid out, when they will be taxable as ordinary income. Your contributions are 100% vested. You can contribute a specified whole dollar amount or a percentage of your gross pay through payroll deduction up to the annual maximum. The deduction and annual maximum figures are based on federal regulations and may vary from year to year. After 1 year of continuous employment and having worked 1,000 hours, participants become eligible for Lampton-Love's matching contributions up to a maximum of 2% of your income. You may change your deferral election at any time of the year.

Detailed information concerning the plan is available from the Human Resources Department. Lampton-Love will provide periodic briefings with a representative of the third-party administrator.

Tuition Reimbursement

The purpose of the tuition reimbursement plan is to encourage the continuing development of Full Time employees. After completion of one year of service, tuition reimbursement may be granted for courses that are work-related, that maintain or improve the skills required by employees in their employment, that may be necessary for the anticipated needs of the organization, or that may make employees more valuable to the organization. Courses must be taken at or through an accredited college, a university, an approved trade school, or an approved technical school. When questions arise concerning whether or not a course qualifies under the plan, they will be decided by the Vice President – Human Resources.

Before enrolling in a course, an employee must apply for education reimbursement and have it approved by the supervisor, subject to final approval by Human Resources. The application should include the school's admission requirements, estimated cost, time and location of classes, and how the schooling will benefit the company and the employee.

Reimbursable expenses include tuition, certain administrative fees, laboratory and technical fees, and required textbooks. Incidental fees, such as parking permits, supplies, and recreation fees/activity fees are not covered under this plan.

Reimbursement will be made upon successful completion of the course (a grade of "B" or better or a "pass" for a pass/fail course). In order to receive payment, the employee must provide a copy of the official grade report and all relevant receipts. To obtain reimbursement, the employees must still be employed by Lampton-Love at the time reimbursement is paid.

Because this benefit is offered to employees to maintain or improve their required skills and to encourage their further development while increasing their contribution to the organization, any employee who leaves Lampton-Love within two years of receiving any tuition reimbursement will be required to repay any tuition paid on the employee's behalf during the last 24 months of employment. Any deficiency owed under this program becomes immediately due and payable at the time of termination. The organization has the right to deduct any deficiency from any monies due and owing the employee including but not limited to paychecks, expense checks or commissions.

Educational Assistance Fund

Lampton-Love sponsors an Educational Assistance Fund from which grants-in-aid may be awarded to children of regular status employees for undergraduate education at accredited colleges, junior colleges, and approved technical and trade schools. Grants-in-aid will be awarded by lottery. Application forms will be provided to employees each Spring. To be entered in the lottery, applicants for grants-in-aid must complete and return applications by the specified date. Applications are valid only for the upcoming academic year and include additional details regarding the grant-in-aid program.

Free Propane Program

Free Propane is offered to every employee upon hiring. Full Time employees are allowed 800 free gallons per year, while Part Time/Seasonal employees are offered 400 free gallons per year. The employee will be taxed each year on the value of the AVERAGE COST. This taxation will occur in the 3rd Quarter of each year. The general rules of the Program are as follows:

- The period for employee free propane is from July 1st through June 30 the following year. (Exception - Part-time employee)
- Limit 800 gallons per full-time employee per year, any unused gallons will not carry over to the next year.
- Employee will be taxed on the free propane. For full time employees this is usually taken out of the last check in July each year.
- Limit 400 gallons for part-time or seasonal employees (October through March). For seasonal employees, the gallons must be delivered between October and March, while they are employed and taxes will be taken out of their last payroll check of that season.
- If more than one employee lives in the same household the limit is 1,000 total between both employees.
- Employee will be billed at average monthly cost by the delivering branch for any propane over 800 gallons (full-time) or 400 gallons (part-time).
- The free propane is for the employee only and cannot be given to or delivered to any other location not owned by the employee.
- Fleet Complete coordinates will be used to track delivery locations. Any employee that tries to have their employee propane delivered anywhere else but their home location without approval will be subject to reprimand or possible discharge for theft.
- Any delivery person that delivers employee propane to an incorrect location without permission will be subject to reprimand or possible discharge for theft.

- If an employee does not use propane they are still not allowed to give their free allotment of propane away to anyone else. Propane can be sold to family members at .50 above the laid in cost. Family members include father, mother, sister, brother, son, daughter, mother or father-in-law and grandparents. The price for any other family member such as aunt, uncle, cousin, sister or brother-in-law will be regular price or no more than 25 cents below regular domestic price.
- If an employee quits or is terminated before the end of the free gas period, the applicable taxes will be withheld from their final payroll check.
- If an employee fills a personal tank and then quits employment without the required minimum notice of two weeks, then the gas will be billed at the regular domestic price. Once an employee turns in a resignation notice, they are no longer eligible for free gas and must pay regular price.
- Regarding retired or retiring employees, all approved retired employee deals we have in place now will be honored. From this date forward any retired employee will be allowed to purchase propane for 25 cents above laid-in cost. Any deals, other than the 25 cents above laid-in cost, for retiring or ex-employees will have to be approved by the main office.
- Like all company benefits it is the employee's option whether to take advantage of this benefit or not. It is always a plus for the employee to talk about all the uses and benefits of propane when they have firsthand knowledge of how it works in their home.

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LEAVES OF ABSENCE POLICIES

Military/Reserve Leave and Absences for Military Service

Scope & Eligibility. All employees are eligible for military leave beginning the first day of employment. Military leave is available if an employee needs time off for training, service, or fitness-for-duty examinations as a member of the United States Armed Forces, the United States Reserves, the National Guard, for certain Public Health Service positions, the National Disaster Medical System (including the AL3 Disaster Medical Assistance Team (D.M.A.T)), and the civilian auxiliary of the United States Air Force known as the Civil Air Patrol. If an employee wants to become a full-time active duty member of the Army, Navy, Air Force, Marines, or Coast Guard, Lampton-Love may request the employee to resign from employment (with full rights to reinstatement as stated in this policy and applicable law) rather than taking a leave of absence.

Notice of Military Absence/Documentation. If an employee needs time off for military training, service, or fitness-for-duty examinations, the employee must notify the department head as soon as possible and provide a copy of orders or other written confirmation or documentation, if reasonably available. The employee also must provide notice of the anticipated departure and return-to-work dates, if known. Requests for extension of a previously granted leave must be made in a timely manner and supported with orders or other written confirmation or documentation, if reasonably available.

No Outside Non-Military Employment During Leave. Unless previously authorized, employees may not accept employment with another employer (other than the military employer) and may not actively engage in self-employment while on any leave of absence covered by this policy. If the employee does so, Lampton-Love will consider the employee to have voluntarily quit.

Paid or Unpaid Leave. If a military leave lasts for two weeks or less, Lampton-Love will pay the difference between what the employee would have been paid for working during that period and the pay the employee received from the military during the absence. The employee is responsible for providing the Payroll Department a copy of the military paystub to determine whether any pay is due. Military leave that is longer than two weeks will be without pay, but an employee may use any available PTO. Lampton-Love will not apply an employee's PTO to any military leave of absence without written instruction from the employee.

Health Insurance Benefits During Military Leave. If an employee has not resigned to enter active duty military service, during a military leave lasting three months (12 weeks) or less,

the employee's health insurance, if any, will continue just as if the employee had not taken leave. We will continue to pay our portion of the premium, and the employee must make arrangements to pay on time any portion of the premium the employee usually pays. An employee's health insurance coverage may terminate if the employee fails to pay on time any portion of the premium the employee is obligated to pay. If an employee's military leave or military absence is for longer than three months (12 weeks), health insurance coverage provided by Lampton-Love will lapse. At that time, the employee may elect "continuation coverage" at the employee's expense to maintain health insurance for the employee and/or dependents for a period of up to 24 months. Insurance coverage eligibility for an employee who terminated employment to enter active military service lapses at the time of termination, but the employee has the same right to elect continuation coverage at the employee's expense.

Company Holidays During Military Leave. If an employee is eligible for holiday pay, Lampton-Love will provide the holiday pay an employee would have received if still working during any military leave that lasts for two weeks or less. Holidays are not paid if occurring during a military leave that is longer than two weeks.

Notice of Return from Military Absence. When an employee returns from a military absence, the employee must provide notice of the intent to return to work or apply for reemployment according to following schedule:

- (1) If the employee was absent for military fitness-for-duty examination or the military absence was for less than 31 days, the employee must return to work at the beginning of the first full regular scheduled work period that starts at least eight hours after the employee returns from the location of military service, training, or examination.
- (2) If the military absence was for more than 30 days but less than 181 days, the employee must return to work no later than 14 days after completing the service or training. But if circumstances beyond the employee's control make returning within this 14-day period impossible or unreasonable, then the employee must notify us about those circumstances and return to work on the next calendar workday when returning becomes possible or reasonable.
- (3) If the military absence was for more than 180 days, the employee must notify us of the intent to return to work no later than 90 days after the completion of the service or training by submitting a written application for re-employment.
- (4) If an employee is hospitalized or recovering from an injury or illness incurred or

aggravated during the military service or training which makes the employee unable to perform job duties, the employee must: (i) as soon as possible, notify management regarding the injury or illness and resulting inability to work; and (ii) at the end of the necessary recovery period, notify management of the intent to return to work by submitting a written application for re-employment. We cannot guarantee reinstatement if the recovery period exceeds two years, unless circumstances beyond the employee's control make re-application impossible or unreasonable. In such circumstances, the employee must re-apply on the next calendar workday when notice becomes possible.

Return-to-Work Documentation. Within two weeks after returning from any military leave or absence of longer than 30 days, the employee must provide documentation (unless such documentation does not yet exist or is not readily available) showing the following: (i) the return-to-work notice was submitted within the required time period; (ii) the total period of military service has not exceeded five years; and (iii) the employee received an honorable or general discharge (if applicable).

Employment Following Leave. When an employee returns to work after a military absence or military leave, the employee in most circumstances will be assigned to the former job or to an equivalent job with the pay, benefits, seniority, and working conditions the employee would have had if continuously employed during the period of the military absence or military leave.

Post-Leave Accommodation. If an employee has physical or mental impairments due to a service-related illness or injury and seeks to return to work after a military leave, then consistent with our *Accommodation of Religion, Pregnancy, and Disabilities* policy, we will engage in an interactive process with the employee to determine whether an employee is able to return to work with or without reasonable accommodation. If Lampton-Love offers an opportunity to return to work with a reasonable accommodation and the employee fails to do so, the failure to return to work will be treated as a voluntary quit.

“For Cause” Discharge Protection. Lampton-Love makes a limited exception to its “at-will employment” rule for any employee who returns to work from military leave or is re-employed after a military absence. If the person's period of military service before reemployment with us was more than 180 days, then after re-employment, Lampton-Love will not discharge the employee, except for cause, during the one-year period after the date of such reemployment. If the person's period of military service was more than 30 days but less than 181 days, Lampton-Love will not discharge the employee, except for cause, during the 180-day period after such reemployment or return to work from leave.

Family and Medical Leaves of Absence (FMLA) Policy

GENERAL PROVISIONS

Coverage. This policy is in force so long as Lampton-Love has 50 or more employees employed for each working day during each of 20 or more calendar weeks during the calendar year.

Eligibility. An employee must meet all of these requirements to be eligible for leave:

- (1) As of the date when a leave of absence begins or requested leave of absence would begin, the employee must have worked for Lampton-Love for at least 12 months, which need not be consecutive.
- (2) The employee must have worked for Lampton-Love at least 1,250 hours during the 12 months immediately before the date the leave will begin or actually begins.
- (3) The employee must work at a worksite where Lampton-Love employs 50 or more employees (working either at the worksite or within 75 road miles from such worksite) during the week when the employee either requests leave or gives notice of a need for leave.

An employee's "worksite" is the site or location where the employee actually works on a day-to-day basis, the site to which the employee reports for work on a day-to-day basis, or the location where the employee's daily work assignments are provided to the employee.

We count towards both the 1,250-hour and 12-months-of-service requirements the time employees are on an approved military leave of absence or are otherwise serving in the military. We do not count any hours during any other period of leave of absence towards these eligibility requirements.

Types of FMLA Leave. There are five types of "FMLA leave" under this policy:

- **Medical Leave** – Leave for absences due to an *incapacity* caused by the employee's own *serious health condition* (including pregnancy, childbirth and related conditions).
- **Family Leave** – Leave for absences arising from the birth or adoption of the employee's healthy child, or the placement with the employee of a child for foster care, including childcare after birth or placement for adoption or foster care. Family Leave must be taken within one year after the child's birth or placement.

- **Caregiver Medical Leave** – Leave for absences to care for the employee’s spouse, child (under age 19), or parent (not a parent “in-law”) who has an *incapacity* caused by a *serious health condition*.
- **Military Emergency Leave** – Leave for absences caused by an *active duty exigency* when the employee’s spouse, child (regardless of age), or parent is a *military service member* who has been called to active duty service.
- **Military Caregiver Leave** – Leave for absences to care for the employee’s spouse, child (regardless of age), parent, or “*next of kin*” (if the employee is the nearest blood relative) who is a *recovering service member*.

Designation by Lampton-Love. If we determine that an employee’s absence is covered by this policy, including an absence that could qualify for another type of leave described in this handbook, we may designate the absence as FMLA leave covered by this policy and count the absence toward the employee’s 12 weeks (or 26 weeks) of FMLA leave.

NOTICE REQUIREMENTS

Employee Responsibility. Employees must give sufficient notice of the need for FMLA leave. Notice of an absence qualifying for FMLA leave may be given by the employee or the employee’s spokesperson (*e.g.*, spouse, adult family member, or other responsible party) if the employee is unable to do so personally. To help us promptly and efficiently process the leave request, employees (or spokespersons) should make all requests for FMLA leave to the department manager or Human Resources Department and must provide enough information to make Lampton-Love aware that a need for FMLA leave exists. Under most circumstances, “calling in sick” does not provide enough information to inform us an employee needs FMLA leave. Employees must complete a Request for Family/Medical Leave form, and must assist with the completion of any requested written documentation to set forth the reasons for the requested leave, the anticipated start of the leave, the anticipated duration of the leave, and anticipated return-to-work date. Failure to cooperate the process may result in a delay in taking leave or denial of the leave, depending on the circumstances. Repeated failure to comply with requests for information or documentation pertaining to an absence may be considered insubordination and grounds for discipline up to dismissal.

Management/Supervisory Responsibility. If a manager or supervisor learns of an employee’s circumstances that might qualify for FMLA leave under this policy, the manager or supervisor must advise the employee to contact the Human Resources Department and describe those circumstances.

Time Frames for Employee Notice. Employees must provide notice of the absence and request for FMLA leave in a timely manner following the timeframes in our *Notice of Tardiness/Absence* policy. When planning medical treatment, the employee must consult with the department manager to make a reasonable effort to schedule the treatment so as not to disrupt unduly Lampton-Love's operations, subject to the approval of the health care provider, and to work out a treatment schedule which best suits the needs of both the employee and Lampton-Love. If the absence and need for FMLA leave is unforeseeable and advance notice of the absence is not possible, the employee must provide as much notice as is practical under the circumstances and follow designated call-in procedures.

CERTIFICATION REQUIREMENTS

Military Emergency Leave Certifications. An employee's request for Military Emergency Leave must be supported by a certification that the service member is on active duty or has been called to active duty, unless it is impossible or impracticable to obtain such certification within a reasonable period following the request or need for leave.

Medical Certification & Recertification of a Serious Health Condition. If an employee requests Medical Leave, Caregiver Leave, or Military Caregiver Leave, we usually will require a medical certification of the employee's or family member's health condition, the probable length of time treatment will be required, and regarding the necessity for the employee to care for the family member. When the need for FMLA leave is foreseeable, the employee should provide medical certification before the leave begins. Second or third opinions from other health care provider(s) may be required in some cases. We also may require recertification on a reasonable basis during the leave and when an employee's or family member's serious health condition lasts longer than an FMLA year.

Certifications must be made on a *Certification of Health Care Provider* form provided to the employee by the Human Resources Department. Unless additional time is approved by the Human Resources Department in writing, the employee or the healthcare provider must return the completed certification form to the Human Resources Department within 15 calendar days after receipt. We recommend that the employee have the form completed as soon as possible.

If the Human Resources Department gives notice that any submitted certification is incomplete or sufficient, the employee is required to cooperate in obtaining a complete, sufficient certification. Unless additional time is approved by the Human Resources Department in writing, the employee or the healthcare provider must return a complete and sufficient certification within seven calendar days after notice to the employee.

Failure to provide requested certifications by required deadlines may result in delay or denial of the requested FMLA leave and potential treatment of the absence as unexcused, which may lead to discipline, up to and including discharge.

RULES ABOUT THE FORM, AMOUNT, AND LENGTH OF LEAVE

Form of FMLA Leave (Consecutive, Intermittent, or Reduced Work Schedule/Duties).

FMLA leave under this policy generally should be taken in a single consecutive absence up to the applicable 12-week or 26-week maximum. But under some circumstances, employees may take leave under this policy “intermittently,” *i.e.*, taking leave in short blocks of time (of no less than one quarter hour increments) while continuing to work. Under other circumstances, Lampton-Love might reduce the employee’s normal weekly or daily work schedule, either in the same job or in another job, while providing equivalent pay and benefits. Family Leave must be taken in consecutive workweeks, unless approved in advance in writing. Decisions regarding requests for intermittent or reduced work schedule Family Leaves will be based on the business needs of Lampton-Love.

FMLA Year. To determine the amount of time available for all FMLA leaves except for Military Caregiver Leave, Lampton-Love uses a “rolling” 12-month period measured backward from the date an employee uses FMLA leave. Under this “look back” method, each time an employee takes FMLA leave, the remaining leave entitlement is the balance of FMLA leave time not used during the immediately preceding twelve months. For Military Caregiver Leave, Lampton-Love determines the “12-month period” by measuring forward from the date an employee's first leave to care for the service member begins. Regardless of the period used, for convenience the twelve-month period is referred to as the “FMLA year.”

Maximum Length of Family Leave, Caregiver Medical Leave, Medical Leave, or Military Emergency Leave. An employee may take up to 12 weeks (480 hours) combined total of Family Leave, Caregiver Medical Leave, Medical Leave, or Military Emergency Leave during the FMLA year.

Maximum Length of Military Caregiver Leave. An employee may take up to 26 weeks (1,040 hours) of Military Caregiver Leave during the FMLA year, unless the employee also takes Military Emergency Leave during the FMLA year, as discussed in the following special rule. If the employee does not take all of the available 26 weeks of Military Caregiver Leave during that single 12-month period, the remaining amount is forfeited.

Special Limit – Military-Related Leaves. If an employee requests both Military Emergency Leave and Military Caregiver Leave, the employee may take only a combined total of 26 weeks of leave for these two reasons during the overlapping FMLA years applicable to both types of leave, if FMLA leave is not used for any other reason.

Special Limits –Both Spouses Employed. If both spouses are employed by the same company (Lampton-Love or a subsidiary), they may take only a combined total of 12 weeks for Family Leave or a combined total of 12 weeks of Caregiver Leave to care for a parent with a serious health condition, or a combined total of 26 weeks of Military Caregiver Leave during the FMLA year, if they each do not use FMLA leave for any other reason.

Special Rule – Holidays. For purposes of determining the amount of leave used by an employee, the fact that a holiday may occur within a week of FMLA leave has no effect, and the week is counted as a week of FMLA leave. But if an employee is using FMLA leave in increments of less than one week, the holiday will not count against the employee's FMLA entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Special Rule – Business Shutdown. If Lampton-Love's business activity has temporarily ceased and employees generally are not expected to report for work for one or more weeks, the week(s) the activities have ceased do not count against an employee's FMLA leave entitlement.

CONDUCT DURING LEAVE; RETURN TO WORK REQUIREMENTS AND RIGHTS

Outside Employment. Unless previously authorized, employees must not accept or engage in employment with another employer or actively engage in self-employment while on any FMLA leave. If the employee does so, Lampton-Love will consider the employee to have voluntarily quit.

Reporting During FMLA Leave. While on an approved FMLA leave, employees may be required to report semimonthly or weekly to the department manager or Human Resources Department regarding the employee's status and intent to return to work.

Return-to-Work Certification. When an employee seeks to return to work after Medical Leave, the employee must provide a medical certification stating whether the employee is able to perform all essential job duties or if there are any limitations on the employee's ability to perform essential job duties. Failure to provide the return-to-work certification may result in delay of the employee's return to work until the certification is provided, or possible disciplinary action.

Post-Leave Accommodation. If an employee continues to have physical or mental impairments at the conclusion of a Medical Leave taken under this policy, then consistent with our *Accommodation of Religion, Pregnancy, and Disabilities* policy, we will engage in an interactive process with the employee to determine whether an employee is able to return to work with or without reasonable accommodation. If Lampton-Love offers an opportunity to return to work with a reasonable accommodation and the employee fails to do so, the failure to return to work will be treated as a voluntary quit.

Employment After FMLA Leave. When an employee returns to work as scheduled following FMLA leave, the employee in most circumstances will be assigned to the former job or to an equivalent job with equivalent pay, benefits, seniority, and working conditions. Under limited circumstances, Lampton-Love may be entitled to replace rather than reinstate certain highly paid “key” employees after or during a FMLA leave.

Failure to Return from FMLA Leave. If an employee is unable to return to work at the end of any FMLA leave and desires an extension, the employee must notify the Human Resources Department in writing at least two days prior to expiration of the leave so Lampton-Love can determine whether additional leave will be granted. We will consider an employee to have voluntarily quit if the employee does not return to work without an extension request on or before the third scheduled work day after an approved FMLA leave expires. If an employee fails to return to work following FMLA leave, the employee may be required to reimburse us for any insurance premiums we paid during the leave, *unless* the failure to return to work is due to circumstances beyond the employee’s control, such as the continuation of a serious health condition or a new serious health condition arising.

PAY AND BENEFITS

Use of Available Paid Leave. Unless the employee’s absence is related to an on-the-job injury covered by workers compensation insurance for which the employee receives workers’ compensation benefit payments, during a FMLA leave covered by this policy, an employee must use available unused PTO. An employee may use STD Pay for FMLA Medical Leave but not for any other form of FMLA leave. After the employee exhausts any available paid leave benefit, the remainder of the leave, if any, will be unpaid. The maximum periods of leave available under this policy may not be extended by adding paid leave to the FMLA leave period.

Health Insurance Benefits. During an approved FMLA leave, up to the 12-week or 26-week maximums, an employee’s health insurance, if any, will continue just as if the employee had

not taken leave. Lampton-Love will continue to pay the employer portion of the premium, and the employee must pay on time the employee's portion of the premium. During any paid portion of a FMLA leave, Lampton-Love will deduct the employee's premium as a regular payroll deduction. During unpaid leave, the employee must submit periodic payments to Lampton-Love. If the employee's premium payment becomes more than 30 days late and the employee fails to cure the delinquency within 15 days of the notice of intent to cancel, then health coverage will cease at the end of the 30-day grace period. If an employee fails to return to work following FMLA leave, the employee may be required to reimburse Lampton-Love for any insurance premiums we paid during the leave, *unless* the failure to return to work is due to circumstances beyond the employee's control, such as the continuation of a serious health condition or a new serious health condition arising.

Employment Benefits. Employees may continue other insurance benefits, if any, as permitted by the particular benefit plan by making arrangements in advance to make any required contributions or premium payments. Employees do not earn PTO on any unpaid FMLA leave. Holidays are not paid during FMLA leave.

DEFINITIONS OF TERMS

The term "incapacity" means an inability to work, attend school, or perform other regular daily activities because of the serious health condition, treatment, or recovery.

The term "continuing treatment" means the person either (i) must be seen and treated in-person by a health care provider (or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider) two or more times within 30 days of the first day of incapacity, unless circumstances beyond the employee's control prevent the follow-up visit, or (ii) must be seen and treated by a health care provider on at least one occasion, which results in a regimen of treatment under the supervision of the health care provider. A regimen of treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to substitute for the second visit to the health care provider.

The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- (1) inpatient care (e.g., an overnight stay in a hospital, hospice, or residential medical facility), including any period of incapacity or any subsequent treatment in connection with the inpatient care; or

(2) a period of incapacity of more than three consecutive full calendar days and “continuing treatment” by a health care provider or a provider of health care services under the supervision or by referral of the health care provider (for purposes of this type condition, the first (or only) in-person treatment visit to the health care provider must take place within seven days of the first day of incapacity); or

(3) any absences for medical care or any period of incapacity because of pregnancy, childbirth and related medical conditions; or

(4) any absences for medical care or any period of incapacity because of a chronic condition, which is any medical condition which (i) requires periodic visits (at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider, (ii) continues over an extended period of time (including recurring episodes of a single underlying condition); and (iii) causes or may cause episodic rather than a continuing period of incapacity; or

(5) any absences for medical care or any period of incapacity because of a permanent long-term condition for which treatment may not be effective (the person must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider); or

(6) any period of absence to receive or recover from multiple treatments by or under orders or referral from a health care provider for restorative surgery after an injury or for a condition so serious that, in the absence of medical intervention or treatment, would likely result in a period of incapacity of more than three consecutive full calendar days.

A serious health condition may include occupational or on-the-job-related injuries and illnesses that might also qualify for workers’ compensation wage-replacement benefits.

Absences for treatment for alcohol or substance or drug abuse by a health care provider or by a provider of health care services on referral by a health care provider may qualify for medical leave under this policy if the absence involves either in-patient care or a period of incapacity of more than three consecutive full calendar days and “continuing treatment” by a health care provider. But an absence caused by an employee's use of the drug, alcohol, or substance, rather than for treatment, does not qualify for FMLA leave.

Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not “serious health conditions” unless inpatient hospital care is required

or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease are examples of conditions that do not meet the definition of a “serious health condition.”

The term “service member” means a member of the Armed Forces, the United States Reserves, or the National Guard who is related to the employee.

The term “recovering service member” means a service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness suffered while on active-duty and in the line of duty that may render the person unable to perform the duties of the person’s office, grade, rank or rating. “Recovering service member” also includes a veteran (former service member) who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness suffered while on active-duty and in the line of duty if the veteran was discharged or released from the military under conditions other than dishonorable within the five year period before the eligible employee first took Military Caregiver Leave to care for the veteran. (For veterans discharged before March 8, 2013, the time from October 28, 2009 – March 13, 2013 will not count towards the five years.)

The term “active duty” means either: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; or (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

The term “next of kin” means a person’s nearest blood relative other than the person’s parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the person by court decree or statute, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the person has specifically designated in writing another blood relative as the nearest blood relative for purposes of Military Caregiver Leave.

The term “active duty exigency” means any of the following reasons for taking leave under this policy:

- (1) *Short-notice deployment.* The employee may take leave for up to seven calendar days (beginning on the date of the deployment notice) to address any issue arising from a notice

to the service member of an impending call or order to active duty in support of a contingency operation, if the service member receives the deployment notice seven or less calendar days before the date of deployment.

(2) *Military events and related activities.* The employee may take leave to attend any official ceremony, program, or event sponsored by the military, or any family support or assistance program or informational briefing sponsored or promoted by the military, military service organizations, or the American Red Cross, if such ceremonies, events, meetings, programs, or briefings are related to the active duty or call to active duty status of the service member.

(3) *Rest and recuperation.* The employee may take up to five days of leave to spend time with a service member who is on short-term, temporary, rest and recuperation leave during the period of deployment.

(4) *Post-deployment activities.* The employee may take leave (i) to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the service member's active duty status; and (ii) to address issues that arise from the death of a service member while on active duty status, such as recovering the body of the service member and making funeral arrangements.

(5) *Counseling.* If the employee, the service member, or a child of the service member needs counseling (from someone other than a health care provider) because of the active duty or call to active duty status of the service member, then the employee may take leave to attend or assist with the counseling.

(6) *Financial and legal arrangements.* The employee may take leave (i) to make or update financial or legal arrangements to address the service member's absence while on active duty or call to active duty status (for example, to prepare or update a will); and (ii) to act as the service member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the service member is on active duty or call to active duty status, and for a period of 90 days following the termination of the service member's active duty status.

(7) *Childcare and school activities.* If the service member's active duty or call to active duty status requires a change in the existing childcare or schooling arrangements for a service member's child, then the employee may take leave: (i) to arrange for alternative

childcare for the child; (ii) to provide childcare to the child on an urgent, immediate need basis (but not on a routine, regular, or everyday basis); (iii) to enroll in or transfer the child to a new school or day care facility; or (iv) to attend meetings on behalf of the service member with staff at a school or a daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, relating to the service member's child.

FMLA leave is available even if the child is not the child of the employee. The service member must be the parent, spouse, or child of the employee, and the child must be the child of the service member. For example, if the employee's son is deployed, the employee may take leave for these childcare-related reasons for the employee's grandchild, the child of the service member son.

(8) *Parental care.* If the service member's active duty or call to active duty status requires a change in care-giving to a parent of a service member, and the parent is incapable of self-care, the employee may take leave (i) to arrange for the care of a parent of a service member, (ii) to provide urgent immediate non-routine care to the parent of a service member, (iii) to admit the parent of a service member to a care facility, or (iv) to attend meetings with the staff of a care facility where the parent of the service member resides or may reside once arrangements are made.

FMLA leave is available even if the parent is not the parent of the employee. The service member must be the parent, spouse, or child of the employee taking FMLA leave, and the parent must be the parent of the military member, even if not the parent of the employee. For example, if the employee's spouse deploys, the employee may need to take leave for parental care reasons related to the spouse's parent, i.e., the employee's parent-in-law.

(9) *Additional activities.* If the service member's active duty or call to active duty status requires the employee to need leave to engage in other activities not covered above, and the both Lampton-Love and the employee agree in writing that the situation involves an exigency, then the employee may take leave during a time and in an amount agreed to by Lampton-Love and the employee in advance in writing.

The term "key employee" means a salaried eligible employee who is among the highest-paid 10% of all of Lampton-Love's employees, both salaried and non-salaried, eligible and non-eligible, determined at the time the employee gives notice of the need for leave or otherwise needs to take the leave.

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Acknowledgment of Handbook

I acknowledge that I have been made aware of Lampton-Love's Employee Handbook. I understand that a copy will be available online at Policy Tech. I am aware that it is my responsibility to read it and be familiar with the policies and procedures in the Employee Handbook.

I understand that Lampton-Love has the unilateral right, at any time, and for any reason, to eliminate or make changes in all employment policies, practices, instructions, and procedures, with or without notice, and with retroactive effect. I further understand and agree that my employment is not for any specific term or period of time, and that Lampton-Love may take any action concerning my employment, including termination of my employment, with or without cause, without notice, and without further obligation to me, all at the sole and absolute discretion and will of Lampton-Love.

Signature

Date

Witness

Date

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