

Utah Lake Authority
Employee Handbook

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Disclaimer: Please Read Carefully

This Employee Handbook ("Handbook") is provided to Utah Lake Authority ("ULA" or "Company") employees to help them become acquainted with the Company. This Handbook contains no promises or guarantees of any kind by the Company regarding employment. Further, nothing in this Handbook may be construed as creating conditions for terms of employment, or as guaranteeing employment for

any duration. *Employment with the Company may be terminated at the will of either the employee or the Company at any time, with or without notice, unless a contract of employment has been entered into between the Company and the Employee or, additional job protections apply through federal, state or local laws.*

No supervisor or representative of the Company has any authority to make any promise regarding the duration, conditions, or terms of your employment, which is different from or inconsistent with the foregoing. Only the Executive Director of the Company may enter into employment contracts, in writing and signed by the Executive Director and the employee, which may contain terms different or inconsistent with the foregoing.

The contents of this Handbook supersede any and all prior policies and procedures, guidelines or other policy statements made by Company representatives. The Company may add to, delete, or otherwise modify this Handbook or make exceptions to the policies and procedures contained in this Handbook at any time, without notice, and at the sole discretion of the Company. The Company may adopt, change, or make exceptions to its employment practices at any time at its discretion.

The Company reserves the exclusive right and authority to interpret, apply, and enforce the terms of this Handbook, and to determine whether a violation of any of the Company's policies has occurred. No other provision of this Handbook may be used or interpreted to limit or contradict this disclaimer in any way.

WELCOME TO UTAH LAKE AUTHORITY

Introduction

Welcome!

This Handbook serves as a source of information about policies, programs, and the benefits available to eligible employees, along with a general outline of our expectations for our employees. Employees should familiarize themselves with the contents of the Handbook as soon as possible. It will answer many of your questions regarding your employment with ULA. It is not a legal document. Nothing contained in this manual is intended to create an expressed or implied contract of employment.

This Handbook cannot anticipate every situation about your employment. The information contained in this Handbook is subject to change at any time at the sole discretion of Teamworks.

Teamworks as Your Human Resources Department

Teamworks is a professional employer organization (PEO). We serve the business where you work by maintaining employee records, processing payroll, reporting taxes, offering and administering employee benefit programs, and providing human resources services and support.

The arrangement between your company and Teamworks is a unique relationship. We relieve your business of many employer responsibilities and risks. This allows your company to focus on what you are really in business to do. This unique relationship also allows you as an employee to share many benefits provided by Teamworks. Since we serve many businesses, our large size allows us to create tax savings and benefit advantages which your company probably could not offer you on its own.

Teamworks serves you as an arms-length human resources department daily. Job assignments at your work location, however, are coordinated through your worksite manager or supervisor. Interviewing, hiring, salary changes, performance evaluations, discipline of employees, and terminations are all coordinated through your worksite manager or supervisor.

You should list Teamworks as your employer of record for unemployment, or other specific instances, which require an employer of record. Your employment is under contract through Teamworks. This makes us the general employer for many purposes. Remember that it is the worksite supervisor where you work who actually selected you for your job and who directs your work.

EMPLOYEE RELATIONS

We believe that good employee relations are important not only to business success but also to your success. To achieve good employee relations, ULA is dedicated to the following standards:

- To extend equal employment opportunity to all employees without regard to race, religion, creed, color, national origin, ancestry, age, sex, or disability, as required by law.

- To fill job vacancies by promoting qualified candidates from within the Company whenever possible.
- To provide safe and healthy working conditions.
- To ensure employees the right to discuss freely with their manager any matter concerning their own vocational welfare or the Company's welfare.
- To respect the individual rights of each employee.
- To treat all employees with courtesy, dignity, and consideration.

Equal Employment Opportunity

ULA is an equal opportunity employer. The law prohibits employment discrimination due to:

- Race and associated traits, including hairstyle
- Religion
- Color
- National origin
- Sex
- Age
- Gender
- Gender identity
- Sexual orientation
- Pregnancy
- Military or veteran status
- Genetic information, including family medical history
- Physical or mental disability
- AIDS/HIV
- Arrest record
- Citizenship and/or immigration status
- Child or spousal support withholding
- Breastfeeding or related medical condition
- Any other protected class, in accordance with applicable federal, state, and local laws

Discrimination is prohibited throughout all phases of your employment - including being recruited, hired, promoted, compensated, and provided benefits, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

It is the policy of the Company to comply with all the relevant and applicable provisions of the American with Disabilities Act (ADA). The Company will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The Company will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations do not require significant difficulty or expense. If you feel you have been discriminated against, contact your supervisor or Teamworks at (801) 434-8900 immediately.

Non-Harassment Policy

The Company is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, we will not tolerate harassment of ULA employees by anyone, including any supervisor, co-worker, vendor, client, or customer of ULA.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex, color, race, ancestry, religion, national origin, age, physical handicap, medical condition, disability, marital status, veteran status, citizenship status, or other protected group status.

ULA will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Policy Against Sexual Harassment

Sexual harassment deserves special mention. Workplace sexual harassment creates physical and emotional anxiety, impedes effective communication, and results in diminished productivity. ULA will not tolerate sexual harassment - it is against the law. ULA will thoroughly investigate any complaint of sexual harassment and will take immediate and appropriate disciplinary action if sexual harassment has occurred in the workplace.

What is Sexual Harassment?

Sexual harassment is any of the following:

- Verbal or physical conduct of a sexual nature which is unwelcome by an employee. Such conduct unreasonably interferes with work performance or creates an intimidating, hostile, or offensive work environment.
- A time when submission to or rejection of such conduct is used as the basis for employment decisions.
- Harassing, abusive, or antagonistic behavior towards another person based on gender.
- A time when submission to or rejection of such conduct is a condition of employment. Such a condition may be either spoken or implied.

Remember that you have signed a statement (**see the Addendum**) saying that:

- You understand the definition of sexual harassment, and that
- You understand that offenses will be subject to disciplinary action and/or termination.

What Should You Do?

If you feel that sexual harassment has occurred to you or any other employee, contact your supervisor, or Teamworks immediately. You can contact Teamworks at 801-434-8900 or via email at hr@teamworksgroup.com.

Workplace Violence Prevention

All employees, including supervisors and temporary employees, should be treated with courtesy and respect. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Dangerous or hazardous devices or substances are prohibited from the workplace without prior authorization.

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

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

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

ULA will promptly and thoroughly investigate all reports of threats to (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as practical. To maintain workplace safety and the integrity of an investigation, an employee may be suspended, either with or without pay, pending investigation.

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

Grievance Procedure

ULA is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open atmosphere in which any problem, complaint, suggestion, or question receives a timely response from management. Whenever you have a work-related problem or complaint, follow the outlined grievance procedure below:

- First, talk to your immediate supervisor. Your supervisor is most familiar with you and your job and is, therefore, in the best position to assist you. Your supervisor works closely with you and

is interested in seeing that you are treated fairly and properly.

- If your supervisor cannot help you resolve the matter, or if you are uncomfortable discussing the issue with your supervisor, you may contact any other member of management or Teamworks. You can contact Teamworks at 801-434-8900 or via email at hr@teamworksgroup.com.

All employee complaints will be reviewed and investigated.

Remember - it is always best to resolve problems right away. Little problems tend to turn into big problems; facts become confused, and resentment and anger build up. Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment and helps to ensure everyone's job security.

EMPLOYMENT CLASSIFICATIONS

ULA has three (3) employment classifications. They are:

Regular Fulltime Employee

An employee, normally scheduled to work in a designated full-time position and regularly scheduled to work at least thirty (30) hours per workweek. A regular full-time employee is eligible for available employee benefits.

Regular Part-time Employee

An employee, normally scheduled to work in a designated part-time position and regularly scheduled to work less than thirty (30) hours per workweek. A regular part-time employee may be eligible for certain pro-rated available employee benefits.

Temporary Employee

An employee hired for a specific period of time, project, or assignment, but no more than than six (6) months. A temporary employee is not eligible for employee benefits. Employees hired for a specific period of time or project will not experience a change in employment status simply because they remain in employment for a longer period of time. An employee will change from temporary to regular status only if advised of such an employment change in writing by the ULA Executive Director.

Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act (FLSA) regulates wages and hours and among other things, requires that certain employees be paid time and one-half for all hours worked in excess of forty (40) hours in a given workweek. Such individuals are referred to in the FLSA as "non-exempt" employees because they are covered by and thus not exempt from the FLSA's overtime pay provisions.

All employees are classified as "non-exempt" or "exempt" employees as required under the FLSA. You will be informed of your initial employment classification and of your status as an exempt or non-exempt employee when you are hired. If you change positions during your employment, you will be informed of any change in your exemption status.

Who is Protected by the Law?

The FLSA outlines specific requirements that must be met by each employee, based on their job responsibilities, to be exempt from the Act's provisions. These requirements include specific

responsibility and discretion attributes for each position. The FLSA expressly provides that the Act does not apply to any individual employed in a bona fide executive, administrative, professional, or outside sales representative capacity, as defined by the FLSA. Such individuals are exempt from the FLSA's provisions.

All other employees are classified as non-exempt and are provided with the full protection of the Act including the minimum wage and overtime requirements.

Which Regulations Apply to Non-exempt Employees?

Non-exempt employees are entitled to the full protection of the law including, among other things, overtime pay. Any overtime pay earned will normally be paid as "compensatory time," consistent with the FLSA regulations in regard to public agencies. The regulations detail the maximum hours of compensatory time that can be accrued along with pay-out provisions for unused compensatory time. In keeping with FLSA guidelines, ULA employees may accrue up to 100 hours of compensatory time. Please contact Teamworks with any questions that you might have.

Non-exempt employees are also protected by minimum wage requirements and are required to have their time tracked. This is obviously not the full extent of the law but covers some of the basics. If you would like to know more, just contact Teamworks. You can contact Teamworks at 801-434-8900 or via email at hr@teamworksgroup.com..

EMPLOYEE RECORDS

Your employee records are kept in a confidential file in the Human Resources Department of Teamworks. Performance appraisals, promotions, transfers, and other matters that affect you, as an employee, are recorded there. This important information is available for reference and review. If you need employment information for a home loan or other employment documentation please contact the ULA Executive Director or Teamworks' Human Resources Department.

You should notify your supervisor and the Teamworks' Human Resources Department of personal changes that are important, such as changes in name, address, marital status, etc.

Employment Application

Your employment record begins with your employment application. The employment application is an important part of the hiring process and becomes part of your file. All information submitted on the application form is subject to verification. The Company reserves the right of immediate dismissal upon discovering misrepresentations or significant omissions in an employee's application.

Confidentiality

Just as Teamworks and ULA expect you to keep certain Company information confidential, you can expect the Company to keep your employee records as confidential as practical. Accordingly, the Company has adopted several policies on the confidentiality of your employee records:

- Only relevant job-related information is maintained on you.
- Information regarding job performance, and personal information such as birth date, address, emergency notification, taxes, benefits, and education is treated as confidential.
- Information about you will be given to outsiders only in three (3) situations: 1) when the law requires the Company to supply information; 2) when a proper written request is made consistent with the Government Records Access and Management Act (GRAMA); or 3) when you personally request that information be supplied for reference purposes.
- Information about you is used by the Company for bona fide business reasons only.
- As an employee, you may review your employee files, which are kept in the Teamworks' Human Resources Department.
- The Company will not release employee files or allow them to be reviewed by any former employee except when required by law.

Employee Files

Teamworks and ULA maintain employee records which are important to your continued employment.

This information is necessary for the proper recording of tax, payroll, and benefits data. Please help us keep your employee file current by immediately reporting to Teamworks and ULA any changes in your:

- Legal name
- Address
- Telephone number
- Emergency contact
- Marital status
- Number of dependents
- Change of beneficiary
- Change in W-4 information
- Any change that would affect your I-9 form

Since ULA refers to your employee file when we need to make decisions in connection with promotions, transfers, layoffs and recalls, it is to your benefit to make sure your file includes information about completion of educational or training courses, outside civic activities, and areas of interest and skills.

You may see the information kept in your employee file. Please ask your supervisor to arrange with Teamworks' Human Resources Department.

WORKING HOURS

Hours of Work

The basic workday for full-time employees is Monday - Friday 8:00 a.m. to 5:00 p.m. but may vary based on your particular assignment. Work breaks are paid time off, while meal periods are not paid time off. Numerous factors, such as workloads, operational efficiency, staffing needs, and client working schedules, may require variations in your starting and quitting times. Your supervisor will provide you with specific information regarding your standard workweek.

Absenteeism and Tardiness

Absenteeism and tardiness represent a serious loss to you and your company. If you are absent, others must pick up your part; work scheduling becomes difficult and imposes hardship on your co-workers. It is important that you be at work at your appointed time every day that you are scheduled. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action up to and including termination of your employment.

If you are going to be absent or late, you must notify your supervisor, or another member of management, before the start of your shift. Leaving a voice mail or other message is acceptable only after every attempt to contact your supervisor directly has been made. If you fail to report to work without the proper notification as outlined above, you may be subject to discipline, up to and including termination.

EMPLOYMENT POLICIES

Immigration and Employment Eligibility (I-9)

In compliance with the Immigration Reform and Control Act of 1986, ULA will hire only those individuals who are authorized to work in the United States. All individuals will be required to submit documentary proof of their identity and employment authorization. You will also be required to complete and sign under oath, Immigration and Naturalization Service Form I-9. Form I-9 requires you to attest that you are authorized to work in the job for which you are hired and that the documents you submit are genuine.

If you are authorized to work in this country for a limited period of time, before the expiration of that period, you will be required to submit proof of your employment authorization and sign another Form I-9 in order to remain employed by ULA.

New Hire Policies

Applicants may be required at the Company's or supervisor's request to successfully pass certain tests considered legal and applicable. In some applicable situations, you may be required to pass a background check or take a driver's examination and present proof of a valid driver's license and certificate of insurance issuance on your vehicle. Failure to maintain acceptable driving standards or vehicular insurance may be sufficient cause for immediate termination. In special cases, other new hire policies may be necessary for a particular job requirement. If applicable, these will be addressed in the Addendum.

Outside Interests

Outside Employment

During your regular working hours, you are expected to devote your full time and ability to ULA's interests. Sometimes employment or personal business commitments outside regular working hours harm a person's ability to meet regular job responsibilities. When, in ULA's estimation, that is the case, such employment or commitments are prohibited.

Outside Activities

It should be understood that ULA encourages your participation as an individual in civic, community, or social activities. However, you should not do anything that might create the impression that ULA itself participates in or supports these outside activities. You should not use ULA's name to endorse, associate with, or lend support to any business cause, organization, political party, social activity, or any other kind of activity unless you have the written permission of the Executive Director.

EMPLOYEE CONDUCT

Appearance

You create the image many people will have about the company or business where you work. Check your appearance before reporting to work. You should utilize good judgment in determining your dress and appearance. A well-groomed appearance and good body hygiene is important and gives confidence to your overall effectiveness. Your supervisor may establish specific guidelines for your appearance and dress code policy. Safety and protective clothing may be required in some locations.

It is important to use good judgment in choosing clothing to wear while on the job. The following "rule of thumb" should apply; if there is any doubt as to the appropriateness of any item of clothing for the office, it will always be in good judgment not to wear it.

Confidential Information

Information given by a customer, client or a patient may be privileged or confidential information. Such information is to be maintained with strict confidentiality, even after you leave our employ. This may also be true for proprietary information within the Company. You are encouraged to be careful in discussing with non-Company people any engineering, manufacturing, sales, financial, or other sensitive information about the company where you work. Any employee who discloses privileged or confidential information may be subject to disciplinary action, up to and including immediate termination. You may be required to complete a Confidentiality Agreement during employment.

Courtesy

Courtesy and your attitude toward the people you meet will influence the image people have of the company where you work, either positively or negatively. Develop an attitude of helpfulness toward your customers, co-workers, and supervisors. Courtesy is the key to good human relations.

Dishonesty

ULA considers theft or dishonesty a serious offense. If you take Company property or merchandise, it is stealing, and stealing in any form will not be tolerated.

Endorsements and Tips

Selling of merchandise or distribution of endorsement materials during working hours is strictly forbidden. You may not endorse or imply endorsement of a product or service by ULA. You are not to solicit or accept tips or gratuities for any related service in the course of your work duties.

Equipment or Tools on Loan

You are responsible for the safekeeping of equipment or tools furnished to you. Your supervisor may require a deposit. When your employment terminates, voluntarily or involuntarily, you must return tools or equipment that were loaned to you before picking up your final paycheck. This policy permits ULA to recover the cost of such items when they are furnished without a deposit and not returned upon termination of employment. Employees agree and authorize ULA to deduct from their final paycheck the outstanding cost of tools and equipment not returned. The security deposit, if one was made, will be returned to you in your final paycheck.

Care of Equipment

You are responsible for the equipment used in performing your work. Any damage or failure of this equipment is to be reported to your supervisor immediately. Equipment or supplies are not to be removed from your work premises without proper authorization. ULA is not responsible for loss or damage to your personal property. Valuable personal items such as purses and all other valuables should not be left in areas where theft might occur.

Computer Systems

Computer systems and programs are for conducting Company-related business. The consistent operation of these systems is vital to the continued success of our business. While management may inspect employees' computer systems, including e-mail messages and programs, private matters may be inadvertently discovered. Please use sound judgement in operating the systems.

Electronic Mail

Electronic mail systems are designed to facilitate communications within, and on behalf of, the Company. Your employer may have access to individual "mail boxes" on the system and reserves the right to monitor the electronic mail system to prevent abuses. Use of this system should not be used to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations, unless approved by your supervisor.

Internet

Internet use should be limited to business use and should not interfere with Company business. Generally, do not visit any location or site where you would not leave a personal business card. Downloading or distributing obscene or offensive material is considered violation of Teamworks' Non-Harassment Policy (refer to "Non-Harassment Policy" in this Handbook).

Employees should remember that the internet is considered a public transport system and as such, confidential data should not be transmitted or exchanged unless appropriate measures have been taken

to encrypt or protect the data. All files and data acquired via the internet should be scanned for viruses before execution and are subject to licensing and copyright laws.

Unauthorized Software/Virus Protection

Employees should not use or install any pirated or unauthorized software onto Company computers. In general, software piracy is defined as the copying and use of computer programs in violation of copyright and trade secret laws.

All programs should be scanned for viruses before use or installation to protect computers and networks from being corrupted. Hard drives should be periodically scanned from viruses and any detection of viruses should be reported to your supervisor immediately.

Inspection of Company Vehicles, Desks, and Other Property

Your employer reserves the right to inspect any of its property such as desks, filing cabinets, computer files, Company vehicles and the contents thereof, at any time.

Lunches and Breaks

Hourly and other non-exempt employees may be required to take at least a one-half hour unpaid lunch if the workday exceeds four (4) hours. Lunch should be outside your normal work area, and you should not perform any work during your scheduled lunch period. Your supervisor will give you additional instructions on how to handle any break and lunch periods.

Parking

Convenient parking may be limited at some work locations. You may be restricted to parking in areas designated by your supervisor. The Company is not responsible for damage to your car on Company property.

Phone Calls, Personal Mail and Visitors

The use of business phones is limited to official Company business. We encourage employees to limit personal calls and correspondence during work hours to a reasonable minimum. Under no circumstances should you make or charge for a long-distance call unless it is work-related and approved by your supervisor. Employees may be required to reimburse their employer for any charges resulting from their personal use of the telephone.

Good telephone etiquette is important to our business. When answering the telephone, identify yourself and the office where you work, in a pleasant and helpful voice. Be courteous and confine the conversations to the subject at hand. The first experience that many people have with a business is

through the telephone.

Do not use Company stationery, stamps, postage meters or other Company supplies for your personal mail. Have your personal correspondence sent to your home address, unless you have permission from your supervisor.

Your supervisor may also restrict personal visits by visitors to your work area.

Refreshments

Consumption of food or beverages may not be permitted in some areas of the Company's business. You are requested to eat or drink in designated areas for this purpose.

Smoking

Smoking is prohibited at work except at designated smoking areas. Do not smoke in any "No Smoking" areas. You should exercise extreme care about the fire hazards associated with smoking.

Travel Authorization

If you are traveling on Company business, you must have authorization from your supervisor prior to making any travel arrangements. When using your personal vehicle on Company business you must have a valid driver's license and carry adequate insurance. If your car is damaged while on Company business, work with the Executive Director to determine eligibility for covering the cost of repairs. The Executive Director will evaluate the details of the incident and data gathered to determine responsibility to cover cost of repair. Travel reimbursement will be according to the mileage allowance schedule given to you by your supervisor.

COMPENSATION POLICIES

Your Salary at ULA

ULA has a goal of ensuring that you are provided with a fair and equitable salary for the job you perform. Wage adjustments depend on many factors including: job responsibilities, ability to get along with others, job performance, willingness to cooperate and accept supervision, attendance, and other job-related factors. Pay increases are generally issued upon your supervisor's recommendation.

Overtime Pay

You are to work overtime *only at the request and authorization of your supervisor*. Employees who qualify as administrative, executive, or professional employees within the meaning of the state and federal wage and hour laws are exempt from overtime pay and are not subject to this policy (see FLSA section). Only

non-exempt employees qualify for overtime pay.

Overtime is based on hours worked per workweek in accordance with state and federal law. Overtime hours worked in excess of forty (40) hours in a work week will be paid at least one (1) and one half times your base rate of pay.

Any overtime pay earned will normally be paid as "compensatory time," consistent with the FLSA regulations in regard to public agencies. The regulations detail the maximum hours of compensatory time that can be accrued along with pay-out provisions for unused compensatory time. Please contact Teamworks with any questions that you might have.

You are to work overtime only at the request of your supervisor. Hours worked means time spent on the job. It does not include hours away from work due to vacation, sickness, or holiday even when these days are compensated. Unpaid sick leave, personal leave, or any time away from work is not considered hours worked.

Payday

ULA has a bi-weekly pay cycle with paydays on Thursdays. Paychecks are delivered to you at your office or home address provided. If permitted by your bank, and elected by you, Teamworks will use direct deposit to your bank. ULA does not provide any payroll advances or extend credit to employees.

In case of an error in your paycheck, contact Teamworks immediately to review the possible error. Except in emergencies, adjustments will appear in the next issued paycheck.

If you lose your paycheck, notify Teamworks immediately, Teamworks will replace the check after bank authorization. If the loss is your responsibility, you will be charged the "stop payment" fee.

Direct Deposit of Paychecks

You may elect for direct deposit of your paycheck at no cost to you. The deposit may be made to any bank or credit union as long as they participate as part of the Federal Reserve ACH System. Applications for participation are available from Teamworks. All employees requesting paycheck direct deposit must complete the application/authorization form.

When you choose direct deposit, expect two (2) weeks for processing. Any pay amounts processed in that two (2) week period will be a regular paycheck.

Employees wishing to change a direct deposit account must complete a new authorization, marking the "change" option on the authorization form. Employees wishing to deactivate part or all of their deposit must complete and sign the authorization form, checking the "cancel direct deposit" option on the form. For your protection, changes or cancellations over the phone are not allowed.

Payroll Deductions

Teamworks is required by law to recognize certain court orders, liens, and wage assignments. When Teamworks receives a court order for a wage garnishment, we will process it as a deduction from the employee paycheck. A processing fee, which is set by state law, will be charged the employee for each garnishment. If your supervisor receives notice of a pending garnishment or wage assignment, the supervisor should contact Teamworks so that the issue can be handled properly. A garnishment can be discontinued only by a release of the court order that requires the garnishment.

Teamworks is required to make other deductions from your earnings on your behalf. Amounts withheld vary according to how much you earn, your marital status, government employment regulations, and other factors. Mandated withholdings include some of the following:

- Federal Income Tax
- State Income Tax
- Social Security
- Applicable other local and federal taxes

Other deductions may be made from your paycheck with your permission, including:

- Health Insurance Coverage
- Dental Care
- Retirement Plan
- Other services requested by the employee
- Obligations which you have incurred with the client

Performance Reviews

Your supervisor will be observing your effectiveness in performing your work. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance evaluations are conducted to give supervisors and employees the chance to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive approaches for meeting goals. Performance reviews do not necessarily result in merit increases.

Time-Keeping for Payroll

Your work hours are to be recorded by means of a time clock, timecard, or time sheet. ULA expects you to be reliable and to be punctual in reporting to work at your scheduled time. You are responsible for making sure your time is recorded accurately. If you find any errors, contact your supervisor immediately. You must record your own time, never the time of another employee. You are not allowed to work or perform any duties normally done while working unless you are clocked in or counted as being "on the

clock" by your supervisor.

SUBSTANCE ABUSE POLICY

ULA is committed to a safe, productive, and drug-free work environment and to promoting the general health and well-being of all employees. However, this commitment is jeopardized when employees illegally use, manufacture, possess, distribute, or sell drugs in the workplace. Therefore, in order to achieve the objectives of safety, productivity, health, and well-being in the workplace, the Company has adopted the following Substance Abuse Policy ("Policy")-

- It is a violation of Company Policy for any employee to manufacture, possess, sell, trade, or offer for sale illegal drugs and alcohol, or otherwise engage in the illegal use of drugs and alcohol on the job.
- It is a violation of Company Policy for anyone to report to work under the influence of alcohol or illegal drugs.
- It is a violation of Company Policy for anyone to use prescription drugs illegally.
- Violations of this Policy are subject to disciplinary action up to and including termination of employment.
- As a condition of employment, the Company may require drug testing at any time.
- The Policy also applies to owners, officers, and all management personnel.

All practices in this area will be reviewed regularly to ensure compliance with the Americans with Disabilities Act (ADA). If you have any questions regarding the Policy statement or the testing program, please contact Teamworks. You will find a complete copy of the Policy statement in the Addendum to this Handbook.

LEAVE

Paid Leave

ULA's policy for vacation, sick leave, holiday, funeral, or other paid leaves are described in greater detail in the Addendum to this Handbook. Paid leave may or may not be granted depending on the conditions outlined in your Addendum. To be eligible for these benefits, you must qualify as a regular full-time or part-time employee and you must complete an Introductory Period, unless otherwise excused from completing an Introductory Period.

These benefits are intended to provide eligible employees with rest and relaxation away from work. Accordingly, you are encouraged to schedule vacations with your supervisor and use all vacation benefits in a calendar year.

Non-Paid Leave

Personal Leave of Absence

We realize that leaves of absence due to prolonged illness, accidents, or other compelling reasons are sometimes necessary. Although leaves of absence are uncommon, a leave of absence from work should be properly arranged through your supervisor. The term "leave of absence" means an approved absence from work without pay for over five working days.

Pre-paid contributions to certain benefit plans for the first thirty (30) days of your leave of absence may be required to maintain continued coverage. It is the employee's responsibility to report to work at the end of an approved leave. Failure to do so may be considered a voluntary termination of employment.

Family and Medical Leave Act (FMLA)

In some situations, The Family and Medical Leave Act (FMLA) defines certain rights and responsibilities when requesting extended leave. FMLA requires ULA to provide up to twelve (12) weeks of unpaid leave during a twelve (12) month period to employees who have worked for the company at least 1,250 hours in the twelve (12) months immediately preceding the beginning of the leave. ULA applies a "rolling" twelve (12) month period, which is calculated from the first (1st) day of leave. This leave is available to employees for any one or more of the following reasons:

1. Care of a newborn child during the first twelve (12) months following birth.
2. Care of an adopted or foster child during the first twelve (12) months following placement (may begin before date of placement).
3. Care of your spouse, son, daughter, or parent with a serious health condition.
4. An employee's own serious health condition, which renders an employee unable to perform the

function of his/her job which includes:

- An illness, injury, impairment or physical or mental condition that involves either inpatient care (meaning an overnight stay in a hospital, hospice, or residential facility) or any period of incapacity of more than three (3) consecutive calendar days and continuing treatment or supervision by a health care provider; or
- Continuing treatment by a health care provider for a chronic serious condition which, is incapacitating or, if not treated, would likely result in a period of incapacity of more than three (3) consecutive calendar days; or
- Any period of incapacity because of pregnancy or prenatal care.

At the employee or employer's option, certain kinds of paid leave may be substituted for unpaid leave. Any paid leave taken as a part of your Family and Medical Leave will count toward the twelve (12) weeks maximum. Except as provided in this paragraph, your Family and Medical Leave will be unpaid.

An employee must make a request for leave under FMLA to his/her supervisor at least thirty (30) days in advance. If your leave arises from unforeseeable events, an employee should notify his/her supervisor as soon as practicable. If your leave is due to your own serious health condition, you must notify your supervisor in writing, every thirty (30) days during your leave, of your current health status and present intention of return to work.

During your Family and Medical Leave, your employer will continue to pay the employer's share of premiums for your benefits. If you would like to continue any of your benefits during your leave, you must continue to pay the employee's share of the premiums. The coverage will remain in effect for the duration of your Family and Medical Leave or until such time as you are thirty (30) days delinquent in payment of your share of the premium cost.

Unless your job has been eliminated or changed while you are on leave, upon your return from Family Medical and Leave, you will be restored to your original or equivalent position with equivalent pay, benefits, and other employment terms. However, this guarantee to job reinstatement does not apply to the following:

- Upon your return from leave, you are no longer capable of performing the essential functions of your former position.
- You are an employee who is among the highest paid ten percent (10%) of employees within your company and if the three following conditions are met: (1) the denial of restoration is "necessary to prevent substantial and grievous economic injury" to the employer's operations, (2) the employee is notified of the employer's intent to deny restoration upon the employer's decision that this injury would occur, and (3) in any case where employee has taken leave, the employee decides not to return to work after receiving this notice.

If both husband and wife are eligible employees of the same employer, the full amount of leave is limited to an aggregate of twelve (12) weeks, when the leave is for the birth, adoption, or foster care of a child,

or to care for a sick parent.

For scheduling associated with an employee's return to work, an employee on FMLA is required to notify his/her supervisor one week prior to his/her return to work. If an employee fails to return from leave when the twelve (12) weeks have been exhausted and fails to secure another form of leave (e.g., personal leave) the employee will be terminated. This will be considered a voluntary termination.

To determine if your request is covered under FMLA please contact ULA's office. You will be provided with appropriate application forms to assist us in determining coverage.

Jury Duty

You may be granted time off, as requested by the court, to serve as a juror and/or witness. Please inform your supervisor and present a copy of any documents you receive from the court to your supervisor. You must notify your supervisor within forty-eight (48) hours of receipt of the jury summons. If your job is considered essential, your supervisor reserves the right to request the court to have you excused.

Military and The National Guard

As a member of the United States Military Reserve or National Guard, you may be required to take time off to meet annual minimum active training requirements. Contact your supervisor as soon as you are aware of the dates you will be on duty so that proper arrangements can be made for your absence.

EMPLOYEE BENEFITS

Note: When you become eligible for a benefit plan, you will receive a copy of the plan description booklet. All statements of coverage are subject to the terms, conditions, restrictions, and other eligibility requirements as set forth in the plan document, which is the final word in terms of eligibility and coverage. ULA reserves the right to modify, amend, or terminate any benefit plan at any time and for any reason.

Social Security

You are covered under the Federal Insurance Contribution Act (FICA), more commonly known as social security. Social security benefits are often a significant factor for you and your family in preparing for the future. The deduction from your wages is matched by the Company and credited toward your social security benefits. If you need further details, contact either Teamworks or your local social security office.

Workers' Compensation

It is our goal that no one be injured on the job. However, if you become injured or ill on the job, you are to report immediately to your supervisor. Teamworks will work with your supervisor to ensure you receive appropriate first aid or outside medical treatment. Medical care and other benefits will be provided at no cost to you, according to your state's workers' compensation statute. Some state laws provide that only treatment which has been authorized by the employer, will be covered under workers' compensation. Failure to appropriately report an injury may affect your eligibility for certain benefits, so be sure to notify your supervisor and/or Teamworks immediately.

You should be aware that workers' compensation insurance does not provide benefits for any injury which arises out of your voluntary participation in any off-duty recreational, social, or athletic activity, which is not a part of your work-related duties.

If you are receiving workers' compensation disability benefits, you will be responsible for making the premium payments which are normally deducted from your pay, including health insurance premiums and contributions, in order to remain covered under those benefits. Please see the Employee Safety and Health section in the Handbook and the safety information in the Addendum for more information.

Unemployment Insurance

As an employee of ULA, you are covered by state and federal unemployment insurance. The contribution to this benefit is provided by ULA and requires no payroll deduction on your part.

You are entitled to this plan if you become unemployed through no fault of your own. Information about unemployment insurance can be obtained from Teamworks.

Group Medical and Dental Insurance

ULA may offer group insurance plans including medical and dental coverage to full-time eligible employees who have completed an Introductory Period (a summary of these different plans is available to every eligible employee).

You may also elect to include your spouse and/or dependents on these plans. This program provides you with financial protection against the high cost of medical care should you or your family suffer serious illness or injury.

Explanations of these benefits and claim forms are provided in a separate summary plan description booklet made available through ULA. Should you have further questions concerning this insurance, contact the Benefits Manager at Teamworks. Changes in benefits and/or premiums may occur from time to time.

Coverage begins on the first day of the calendar month after you become eligible in the plan(s). Coverage is immediate for those transferring from a new client's previous plan. Continuation of coverage may be available to you, your spouse, or your dependents upon termination (or for other cause) with Teamworks (see Continuation of Health Coverage).

Continuation of Health Coverage

If you are included in ULA's group health care plan and your employment is terminated for any reason, (other than for gross misconduct), or your work hours are reduced so that your health care coverage is discontinued, you may be eligible to maintain coverage under ULA's group plan by paying the premium plus a nominal administration fee. For full details, call Teamworks' office and ask for the Benefits Department.

Health Savings Account

The medical insurance provided by the ULA is a high-deductible health savings account (HSA) plan. Under this plan, you can pay for certain medical expenses and/or dependent care expenses using before-tax dollars. The main advantage is seeing greater take-home pay in your income. You can lower your federal and state income tax, and there is no social security deduction on the excluded income. Speak with your supervisor for more information on HSAs.

Individual Voluntary Benefits

A variety of other benefit options are available on a "voluntary" basis. These include disability, cancer insurance, permanent individual and dependent life insurance, and others. Rates and eligibility requirements vary according to the benefit and insurance company. Please contact the Benefits Manager at Teamworks if you are interested in learning more about any of these voluntary benefits.

Retirement Plan

You may be eligible to participate in a Retirement Plan. This provides you with an opportunity to set aside a percentage of your income, on a deferred-tax basis, for your future. Eligibility requirements and other details will be provided by Teamworks when you near your eligibility date.

Note: This summary is intended for general information purposes only. Reference should be made to the plan descriptions for specific information about each plan.

LIST OF CONDUCT STANDARDS

ULA believes in appropriate standards of conduct for all our employees. If all of us observe these standards, we can operate efficiently. You are expected to demonstrate good judgment, ethical personal behavior and common sense. If your conduct as an employee comes into question, ULA will try to resolve the matter fairly.

ULA views failure to follow good social, community, and business practices as harmful to all of us. Therefore, if you do not follow the expected standards of conduct, you may be disciplined. You may even be dismissed from your job. Forms of discipline that the Company may elect to use include verbal corrections, written warnings, final written warnings, and/or suspensions. The system is not formal, and the Company may, at its sole and absolute discretion, deviate from any order of disciplinary actions and utilize whatever form of discipline deemed appropriate under the circumstances, up to and including immediate termination of employment. The Company's policy for discipline in no way limits or alters the at-will employment relationship.

Some of the actions, which may require discipline, are listed below and may result in disciplinary actions, up to and including termination. The list is not intended to be all inclusive of the proper standards or conduct employees must observe. Any act contrary to prudent conduct is prohibited while you are on Company premises.

Improper Personal Conduct

The following types of conduct are inappropriate for ULA's employees:

1. Fighting or engaging in horseplay on Company premises.
2. Using language at work that is abusive, threatening, or demeaning.
3. Stealing employee or Company property.
4. Behaving in a way that may damage employee or Company property.
5. Removing or transferring Company property without the written approval of the department supervisor.
6. Falsifying Company records either by what you say or what you write.
7. Making entries on another employee's time record.
8. Appearing on Company premises or at any Company-sponsored activities while under the influence of alcohol, drugs, or other non-prescribed medication.
9. Processing, selling, or using drugs, or non-prescribed medication on or off Company premises or at Company-sponsored activities.
10. While on Company premises, possessing or pretending to possess explosive materials, chemical agents, or other dangerous weapons that jeopardize, 1) the well-being of other employees or, 2) other employees' personal property, or 3) Company property.
11. Exceeding reasonable personal use of the Company telephone.
12. Conducting personal business during work or on Company premises.

13. Failing to perform work assignments or disobeying any reasonable direction from your supervisor or any other manager.
14. Failing to meet acceptable quality and quantity work standards.
15. Taking an unauthorized absence from your assigned work location, walking off the job, or interfering with another employee's work.
16. Performing any immoral, indecent, sexually harassing, or other generally unacceptable act on Company premises.
17. Engaging in any behavior that is unethical, dishonest, immoral, reckless, damaging, or disruptive to the conduct of business.
18. Engaging in any other behavior or activity which, in the judgment of the Company and/or Teamworks, is inappropriate, improper, or contrary to the business interest of the Company or Teamworks.
19. Refusing to follow a Company standard.

Unsafe Conduct

You should avoid these unsafe practices:

1. Performing any unsafe act while on Company premises, (including parking lots) or while engaged in Company-sponsored activities.
2. Failing to use the provided safety devices or failing to follow safety regulations and procedures. Such unsafe acts include the following:
 - a) Unauthorized use of equipment, machines, or materials.
 - b) Failure to wear any safety equipment provided by the Company as a shield against recognized hazards.
 - c) Committing safety violations that endanger other employees.
 - d) Smoking outside of designated smoking areas.
3. Using motor vehicles on Company property unsafely.

Endangering Security

Avoid practices that endanger the Company's security. Some of those practices follow:

1. Trespassing in restricted areas.
2. Possessing or using any ULA confidential information in unauthorized ways.
3. Failing to provide proper identification when asked for it by any supervisor or other authorized individual.
4. Assisting non-ULA individuals to enter the facility without approval.

Absenteeism or Lateness

Avoid the following:

1. Having excessive tardiness or absenteeism.

2. Failing to comply with absence call-in standards.

Posting Notices or Soliciting

Solicitation during work time and in work areas is prohibited. Solicitation is defined as the act of asking for something, selling something, urging someone to do something, petitioning, or distributing persuasive materials. This could include, but is not limited to, asking for donations for a child's school (including through sales of a product), attempting to convert someone to or from a religion, distributing political materials, or collecting signatures. Work time includes time when either the person soliciting, or being solicited to, is scheduled to be performing their work duties. Work areas include areas where employees generally do work, such as cubicles, offices, or conference rooms, and does not include areas such as the lunch or break room.

This policy does not prevent employees from using their approved breaks and rest periods to solicit outside of working areas and is not intended to infringe an employee's Section 7 rights. Those not employed by the company are prohibited from solicitation on company property at all times..

Note: The foregoing rules are not intended to be inclusive of the required discipline, proper standards of conduct or obligations which employees must observe at all times.

EMPLOYEE SAFETY AND HEALTH

Safety on the Job

ULA, in cooperation with Teamworks, is committed to providing a healthy and accident-free workplace where hazards are controlled, and positive safety attitudes and behaviors are promoted. Our philosophy is this:

The safety and health of all employees is our first priority. The only acceptable level of safety and health performance is one that strives to prevent all injuries and accidents. Safety and health are integral parts of conducting business and providing service to our customers. Supervisors are accountable for the safety and health of those they supervise. All employees must make their personal safety and that of their fellow workers a top priority. As a condition of employment, each employee is expected to conduct their daily tasks in a manner consistent with the philosophy and objectives of this policy.

ULA realizes that the responsibility for safety and health requires proper attitudes toward injury and illness prevention. Teamworks' Risk Management Team works with ULA to make sure that safety procedures and practices are developed, implemented, and enforced. Only through such a cooperative effort can the safety program enjoy continued improvement and success.

Safety and YOU

Worksite Supervisor Responsibility

Worksite managers and Safety Supervisors are accountable for carrying out the following responsibilities:

1. Maintain a safe working environment by finding and controlling unsafe work conditions and practices.
2. Instruct all employees {new hires prior to commencing work) in the following:
 - a) Company Safety Program
 - b) Company Safety Policy Statement and safety rules
 - c) Accident reporting procedures.
 - d) Reporting procedures for unsafe conditions
3. Implement safety training and education.
4. Enforce all safety rules and policies.
5. Conduct safety inspections as required. Report and correct any unsafe condition to appropriate management personnel.
6. Provide proper and safe tools/equipment, to include personal protective equipment, as necessary. Ensure that all guards are in place and fully functional.
7. Report all accidents to Teamworks.

8. Conduct accident investigations and determine the root cause.

Feel free to contact the Teamworks' Risk Management Team for assistance.

Employee Responsibility

As a condition of employment, ULA expects each employee, regardless of their position within the organization, to cooperate with every aspect of the Company's Safety Program. Safety responsibilities are listed below. Additional policies, rules and requirements may be listed in an Addendum to this Handbook or posted at your worksite. Feel free to contact Teamworks' Risk Management Team, any time you have a question or concern.

1. Report unsafe conditions and equipment to your supervisor or Teamworks immediately.
2. Report all accidents, injuries and illnesses to your supervisor or Safety Representative immediately.
3. The use or possession of intoxicating beverages, drugs, or unauthorized weapons on the job is forbidden and could result in immediate dismissal.
4. Fighting, horseplay, and other activities that may have an adverse influence on the safety or well-being of the employees are prohibited.
5. Exits shall be kept unobstructed, well-lit and unlocked during working hours.
6. In the event of fire, proceed according to your work site emergency action plan.
7. Stairways and aisles should be kept clear of items that can be tripped over and all areas under stairways that are exit routes should not be used to store combustibles.
8. Materials or equipment will not be stored against doors or exits, fire sprinkler risers, or fire extinguishers.
9. Always use the proper lifting techniques, i.e., bend your knees, grasp the load firmly, then raise the load keeping your back as straight as possible. Never attempt to lift or push an object that is too heavy; ask for help or contact your supervisor when needed to move a heavy item.
10. Never stack material precariously on top of lockers, file cabinets or high places.
11. Report exposed wiring and cords that are frayed or have deteriorated insulation so that they can be repaired or replaced immediately.
12. All spills should be cleaned up promptly.
13. Never use a metal ladder where it could contact energized parts of equipment, fixtures, or circuit conductors.
14. Do not use any portable electrical tools and equipment that are not grounded or double insulated.
15. All electrical equipment should be plugged into appropriate wall receptacles. Three (3) pronged plugs should be used to ensure continuity of ground.
16. All cords running into walking areas must be taped down or inserted through rubber protectors to preclude them from becoming tripping hazards.
17. Inspect motorized vehicles and other mechanical equipment daily or prior to use.
18. Shut off engine, set brakes, and block wheels prior to unloading vehicles or leaving them unattended.

19. Inspect pallets and their loads for integrity and stability before loading and moving.
20. Do not store compressed gas cylinders in areas exposed to heat sources, electric arcs, or high-temperature lines. Be sure tanks are secured to prevent them from falling over.
21. Do not use compressed air for cleaning off clothing.
22. Identify pipeline contents before initiating any work that affects the integrity of the pipe.
23. Wear hearing protection in all required areas, as noted by signs and postings.
24. Goggles or face shields must be worn when grinding, or where required by job description.
25. Do not use worn or faulty hand tools.
26. Do not eat in areas where hazardous chemicals are present.
27. Be aware of the potential hazards involving various chemicals stored or used in the workplace.
28. Chemicals and cleaning supplies should be kept in well-labeled containers and stored away from edible items on kitchen shelves.
29. All chemicals should be stored in appropriate containers and environments.
30. Do not open more than one (1) upper drawer at a time of file cabinets.
31. Individual heaters in work areas should be kept clear of combustible materials such as drapes or waste from wastebaskets. Only newer heaters, which are equipped with tip-over switches, should be used, and should be turned off upon the completion of your shift.
32. Only perform tasks using tools and equipment when you have been properly trained and authorized to do so.

Hazardous Chemicals and Your Right to Know

You must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act of 1970 and regulations which have been added to this act by both state and federal governments. If you believe that you are exposed to a known or suspected hazard, when working with toxic chemicals or substances, you have a right to know about such hazards through material safety data sheets (MSDS). Your supervisor will review the MSDS and all other precautions for working with hazardous materials with you, as part of the Hazard Communication Program at your work site. If your supervisor does not have this information, contact Teamworks immediately.

Safety Training

Training is one of the most essential elements of any injury and illness prevention program. Such training is designed to enable employees to learn their jobs properly, bring innovative ideas to the workplace, reinforce existing safety policies, and put the injury and illness prevention program into action. Training is required for both supervisors and employees alike. The content of each training session will vary, but each session will attempt to teach the following:

The success of your company's injury and illness prevention program depends on the actions of the individual employees and a commitment by the Company.

- Each employee's Immediate supervisor will review the safe work procedures and hazards unique to that employee's job, and how safety procedures protect against risk and danger.

- Each employee will learn when personal protective equipment is required and how to use and maintain the equipment in good condition.
- Each employee will learn what to do if an emergency occurs in the workplace.

Managers should identify training needs for all job classifications. This information will be forwarded to the Safety Committee or the Risk Management Team at Teamworks for assistance. Please consult with the individual responsible for safety regarding training needs and requirements.

Injury on the Job

What to Do

If you are injured on the job, take these steps:

- If you become ill or are injured because of your work or during your work, notify your supervisor or Safety Representative immediately — no matter how minor the injury.
- If your injury requires medical attention, your supervisor or Safety Representative will tell you which doctor you should go to. Be sure to tell the doctor that you had an industrial accident.
- In case of an emergency, go immediately to the nearest emergency room. Have a family member or your doctor call your supervisor or Safety Representative to report the incident.
- Get an Employer's First Report of Injury Form from your supervisor or the Safety Representative. Fill it out and return it to your supervisor or Safety Representative.
- If you receive bills in the mail, take them to your Human Resources Representative.

Safety Infractions

The safety and health of all employees is very important. Because of this, it is our policy to strictly enforce company safety rules. Employees violating any safety rule will be subject to discipline up to, and including, immediate discharge, dependent on the nature of the violation. Any employee who willfully endangers another employee or tampers with safety equipment may be dismissed immediately. For questions, comments, or to report unsafe conditions, please contact:

THE TEAMWORKS GROUP
 Risk Management Team
 4626 North 300 West, Suite 100
 Provo, Utah 84604
 (801) 434-8900
safety@teamworksgroup.com

SEPARATION OF EMPLOYMENT

Employment with ULA is “At-Will” employment and is entirely voluntary. You are free to resign at any time, with or without cause. Similarly, ULA may terminate the employment relationship at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law. You will receive your final paycheck in accordance with applicable state law.

Resignation

If you find it necessary to resign, please give advance notice to your supervisor indicating the last day that you will be working. Giving notice shows professional courtesy. A two-week (2) notice is appreciated. It gives your supervisor time to adjust plans with the least amount of interruption to work schedules. If you resign without giving a two-week (2) notice, you may forfeit your eligibility to be rehired.

Reduction of Staff

Economic slowdown or financial reversal may make it necessary to reduce your paid working hours or even conduct a layoff. ULA, in conjunction with the business client, will follow a policy of staff reduction or reduction of hours based on a combination of the following: employee's seniority, service record, and performance reviews.

Exit Interview

ULA may schedule an exit interview with you at the time of your employment termination. The exit interview will give you a chance to give management feedback about your work experience. The information you provide in your exit interview will be used to help the Company evaluate itself and better the work environment for its' employees.

Medical Insurance

Medical insurance is canceled on the first (1st) day of the month following your termination date. However, if you are eligible to continue insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or Utah State Continuance, you will be notified by Teamworks. Information on COBRA can be made available upon request. You will also be sent a letter notifying you and your eligible dependents of your COBRA rights. This letter will explain how to sign up and pay for this coverage.

CONCLUSION

This Handbook has been prepared to answer questions you may have concerning ULA and its policies and benefits. Please read it thoroughly and keep it for future reference. The policies and procedures contained in the Handbook are intended as guidelines only and are subject to change at the sole discretion of ULA. Notification of revisions will be by written communication to you. We cannot assume responsibility for updating your personal copy of the Employee Handbook. Please update your Handbook as the need arises.

This Handbook is neither a legal document nor an employment contract.

ACKNOWLEDGMENT

I acknowledge that I have received a copy of the Utah Lake Authority's ("ULA") Employee Handbook. I further acknowledge that I have been given adequate opportunity to read the Handbook in its entirety and that I have in fact done so, including the preceding Disclaimer. I understand that if I have any questions, it is my responsibility to discuss them with management.

I further understand that this Handbook does not create a contract of employment, and that the policies and procedures contained herein are intended as guidelines only and are subject to change at the sole discretion of ULA.

Employee's Name (please print)

Date

Employee's Signature

ADDENDUM A
Benefits & Compensation Plan and Miscellaneous Employee Policies

1. Medical Plan: A medical plan is available to all full-time employees, subject to the terms and contribution requirements of the current plan. The ULA Board will establish a total contribution threshold amount each budget year. The Executive Director may then select medical plans and medical type savings or flexible spending account plan options and establish appropriate employer ULA and employee contribution rates within the approved budgeted amount.
2. Dental Plan: A dental plan is available to all full-time employees, subject to the terms and contribution requirements of the current plan.
3. Medical & Dental Waiver: Employees may waive medical and dental coverage provided proof of other medical and/or dental coverage is provided at enrollment and such coverage is maintained. Employees waiving coverage shall be paid an incentive of \$200/month family or \$100 single for a medical waiver and \$50/month family or \$25/month single for a dental waiver.
4. Life Insurance: Full-time employees are enrolled in \$50,000 basic life insurance, paid for by the employer with access to dependent and other voluntary coverages.
5. Long-term Disability: If you are unable to work, this plan potentially provides two-thirds of your monthly salary after a three month elimination period. Benefits are payable for qualified accidents or illnesses until you are no longer disabled, or until social security retirement age. Service credit with the Utah Retirement System may accrue during the period of LTD eligibility.
6. Retirement: All full-time employees (except for specific exempted executive positions) are enrolled in the Utah Retirement System (URS) and participate in the Social Security plan upon commencement of employment. For the URS plan, ULA employees may choose between either a hybrid plan: pension and 401(k) or a 401k plan only. The employer contribution to this plan is 10%, with no

required employee contribution. Employees are encouraged to contribute towards their retirement plan when possible. Additionally, eligible employees contributing to a 401k will receive up to a \$26 match per pay period from the employer. The employee can participate in the 401(k) matching program with their own contribution voluntarily.

7. Paid Leave: Employees will accrue vacation time on a pro-rated basis each pay period. Vacation time use, as requested by the employee, is at the director's discretion after considering operational needs. The director may require an employee to take annual leave whenever in his/her judgement such action would be in the best interest of the employee and/or employer. Leave may not be taken prior to its actual accrual without prior approval from the Executive Director. Paid leave accrued carries over year to year without expiration. There is an accrual limit of 280 hours. If an employee terminates employment the vacation balance will be paid out at the employee's current pay rate.

Service Years	1	5	10	20
Hours	104	130	156	182
Days	13	16.25	19.5	22.75

Accrual Limit: 280 hours.

8. Funeral Leave: 3 days (24 hours) per calendar year for death of husband, wife, child, parents, sibling, grandparent, grandchild and the equivalent in-laws or steps.
9. Holidays: 12 (96 hours) holidays are observed and for which the ULA provides paid leave; specific observance days will be determined each year.
- New Years Day
 - Dr. Martin Luther King Jr. Day
 - Presidents Day
 - Memorial Day
 - Juneteenth
 - July 4th
 - Pioneer Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day
10. Personal Days: 1 day (8 hours) each calendar year which lapses at the end of the year if not used.
1. Sick Leave: Employees will annually accrue 13 days (104 hours) sick leave time on a pro-rated basis each pay period. Sick leave may be used for legitimate absences for the following reasons:
2. 1) To recover from or receive treatment for a personal health condition.
2) To care for a newborn child or a newly adopted child.
3) To care for an immediate family member (spouse, child or parent) with a serious health condition.
- An employee absent for a sick leave purpose is required to arrange for a telephone report to his/her supervisor within one hour of the beginning of the work day. An employee absent for a legitimate sick leave purpose must use accrued sick leave for that purpose. Any employee willfully abusing sick leave privileges will be subject to disciplinary action. Upon exhaustion of all accrued sick leave, the employee may utilize other accrued leave time. Any unused sick leave balances will roll forward and be available in the following year. Remaining sick leave balances will not be paid out at termination.
3. Military Leave: Leave is provided in accordance with USERRA.

4. Court Leave: An employee may be granted court leave in obedience to an official notice or subpoena to serve as a prospective or active juror, or as a witness in a court action to which he/she is not a party. The notice or subpoena must be shown to the employee's supervisor as soon as possible to allow sufficient time to accommodate the absence. The ULA or the employee may request an excuse from jury duty if, in the opinion of the director or the Utah Lake Authority Board, the employee's absence would create serious operational difficulties. An employee serving as a juror or a witness is entitled to paid leave; however, employee must provide a copy of their jury check upon receipt. The employee's next regular paycheck will be reduced by such an amount. Such fees may be retained by an employee only if he/she chooses to use annual leave while on jury or witness duty. Notation will be made on the time and attendance report for the days of court leave granted to the employee while absent from his/her regularly scheduled duties. If the employee is not selected to serve as a juror or is released from testimony, he/she is required to return directly to duty if released during scheduled working hours. Court Leave will not be granted for an appearance related to a civil or criminal case in which the employee has a direct interest; nor will Court Leave be granted for appearances in which the employee is paid an expert witness fee, or which are part of the employee's official duties with the Utah Lake Authority.
5. Compensatory Leave: Overtime hours may only be worked with prior permission of the executive director. Overtime hours worked in accordance with the Fair Labor Standards Act (FLSA), an employee may elect to receive overtime pay (paid out on the payday in the pay period in which it was earned) at one and one-half times my regular rate of pay or compensatory time off (accrues for use at a later date) at a rate of one and one-half hours for each hour worked in excess of 40 hours in a workweek, excluding all leave and holiday time. However, the default policy of ULA is to compensatory leave time at a rate of one and one-half hours for each excess hour worked, up to 100 hours (66.66 hours worked x 1.5) per year. All compensatory hours accrued in excess of 100 in a calendar year will be paid down in the pay period in which it was earned. Use of accrued compensatory time requires prior approval of the executive director or deputy director. Compensatory time accrued carries over year to year without expiration. If an employee terminates employment the compensatory time will be paid out at the employee's current pay rate.
6. Educational Assistance: Reimbursement of the lesser of 75% of tuition, books and fees or a maximum of \$5,250 for job related and approved course work per fiscal year. Requires a minimum "C" grade and 3 years of continued employment or repayment. For more details, see the ULA Education Assistance Plan and ULA Education Assistance Policy. Any required course work will be covered 100% by the ULA.
7. Employee Assistance Program: Provided by employer.
8. Pay Ranges:

Pay ranges are subject to change, based on the job market, available budget, employee experience and education and other factors. The Executive Director determines pay ranges within the constraints of the budget approved by the ULA Board.
9. Market Adjustments and or COLAs: The Executive Director will provide recommendations to the ULA Board prior to each budget year for COLA adjustments. The Board will also consider requests for conducting competitive salary market studies on a periodic basis.

10. Pay Progression: New hires start at the range minimum. New hires may start above the range minimum, when justified, with the approval of the Board Chair. Employees are eligible for a pay advancement, up to 3%, upon successful completion of the Introductory Period and each annual date from the completion of the Introductory Period until the maximum step is reached. Progression beyond the maximum step may be made upon the recommendation of the executive director with permission of the Board Chair. The Executive Director reserves the right to provide additional increases or one time bonuses for exceptional meritorious service at its discretion.
11. Performance Reviews: The board chair will conduct the performance review of the Executive Director with consideration to input by other board members. The Executive Director will conduct performance reviews and determine salary increases, within prescribed policy and pay ranges, for all Utah Lake Authority employees.
12. Service Recognition/Awards: At the discretion of the board.
13. Vehicle Allowance/Reimbursement: Employees will be reimbursed for the use of the private vehicles at the current IRS allowed reimbursement rate by submitting documented use.
14. Dress Code: ULA employees encounter a variety of work situations, from formal meetings to field work and outdoor events. ULA staff will dress according to the social situation and needs of their role. For regular work days in the office, the dress standard is smart casual or business casual.
15. Flexible Work: ULA employees are allowed a flexible work schedule. Employees should work with the Executive Director to balance work in the office with remote work at home. All employees are encouraged to be in office for regular meetings and are expected to attend ULA board meetings.
16. Travel: Local travel (within 150 miles of ULA offices) for work purposes does not require pre-authorization from the Executive Director. All in-state travel beyond 150 miles and inter-state travel requires pre-authorization from the Executive Director. Employees are reimbursed for use of personal vehicles at the current IRS mileage reimbursement rate at time of travel. The Executive Director may approve rental of a vehicle for staff if the need dictates. For work-related travel by air, the ULA will purchase airfare for the employee or reimburse airfare with permission of the executive director. Air travel should be limited in frequency and occur to support significant benefit to the ULA. The ULA will provide a per diem to employees for travel in keeping with the Utah state policy ([Travel - Reimbursement - Meals FIACCT 10-02.03](#)). The Executive Director may offer employees UTA fare cards to help with use of public transportation for travel to/from work.

Utah Lake Authority
OVERTIME COMPENSATION ELECTION/AGREEMENT FOR FLSA NON-EXEMPT
EMPLOYEES

Employee's Full Name:

I understand that, as an employee subject to the Fair Labor Standards Act (FLSA), I may elect to receive overtime pay (**paid out on the payday in the pay period in which it was earned**) at one and one-half times my regular rate of pay or compensatory time off (**accrues for use at a later date**) at a rate of one and one-half hours for each hour worked in excess of 40 hours in a workweek, excluding all leave and holiday time. I understand that the employing agency reserves the right to make payment even though I may elect to receive compensatory time off for the overtime hours worked. Additionally, this agreement is subject to agency policy which may designate a particular election as an express condition of employment.

In view of the foregoing,

I elect to accrue **compensatory leave** at a rate of one and one-half hours for each hour worked in excess of 40 hours actually worked in a workweek. I acknowledge that I am aware of and understand the following conditions:

1. Use of accrued compensatory time requires prior approval of my supervisor, who may deny my request if my absence is disruptive to agency operation;
2. All compensatory leave hours accrued in excess of 80 will be paid down to 80 hours on the payday for the period in which it was earned.

OR

I elect to accept **monetary payment** at a rate of one and one-half times my regular rate of pay for each hour worked in excess of 40 hours actually worked in a workweek. I realize that any overtime worked requires prior approval from my supervisor.

THIS AGREEMENT shall remain in effect until I cancel it and a new election is made. I understand that such cancellation and new election will become effective on the date specified in my agency policy. If my agency doesn't have a policy the election will become effective beginning the next possible pay period after the election is made.

Signature

Date

ADDENDUM C

Sexual Harassment Policy

Sexual harassment is against the law. In order to comply with the law, Teamworks has adopted this policy on sexual harassment.

Sexual harassment is any of the following:

- Verbal, physical, or visual conduct of a sexual nature which is unwelcome by an employee. Such conduct has the effect of unreasonably interfering with an individual's work performance, affects tangible job benefits, or creates an intimidating, hostile, or offensive work environment.
- Explicit, sexual propositions, sexual innuendoes, suggestive jokes, jokes about gender specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another's body.
- Harassing, abusive, or antagonistic behavior towards another person based on gender.
- A time when submission to or rejection of such conduct is used as the basis for employment decisions.
- A time when submission to or rejection of such conduct is a condition of employment. Such a condition may be either spoken or implied.

I have read and understand the definition of sexual harassment and understand that any employee committing sexual harassment will be subject to disciplinary action or termination. Teamworks will not retaliate against an employee who reports sexual harassment, and any employee who does retaliate will be subject to disciplinary action up to and including termination.

If you feel that you or anyone else has experienced sexual harassment, or that you have or anyone else has been discriminated against based on sex, religion, race, color, national origin, or disability, contact Teamworks, or a member of management.

Employee's Name (please print)

Employee's Signature

Date

ADDENDUM D

Substance Abuse Policy

It is Teamworks' desire to provide a drug-free, healthful, and safe workplace. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To promote this goal, Teamworks has adopted the following Substance Abuse Policy {"Policy"}.

Employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on work premises and while conducting business-related activities, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this Policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse may wish to discuss these matters with their supervisor, Human Resources Representative, or a member of senior management, to receive assistance or referrals to appropriate resources in the community.

Employees with questions on this Policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor, Human Resources Representative, or a member of senior management, without fear of reprisal.

In addition, Teamworks states;

- I. General Statement. The Company believes that a healthy and productive workforce, safe working conditions free from the effects of drugs and alcohol, and maintenance of the quality of products produced and services rendered by the Company, are important not only to the Company but also to the employees and the general public. The abuse of drugs and alcohol creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programs, increased workplace theft, decreased employee morale, decreased productivity, and a decline in the quality of products and services.
- II. Definitions. For the purpose of this Policy:

- A. "Alcohol" means ethyl alcohol or ethanol.
 - B. "Drugs" means any substance recognized as a drug in the United States Pharmacopoeia, or other drug compendia, or supplement to any of the compendia. This includes, without limitation, narcotics, hallucinogenic depressants, stimulants or other controlled substances.
 - C. "Employee" means any person in the service of the Company for compensation of any kind.
 - D. "Prospective employee" means any person who has made application for employment with the Company.
 - E. "Sample" means urine, blood, breath, saliva or hair.
- III. Testing. The Company reserves the right to test employees or prospective employees for the presence of drugs and alcohol, in accordance with the provisions for the Policy, as a condition of hiring or continued employment.
- A. The Company may require the collection and testing of samples for the following purposes:
 - 1) As a prerequisite for employment by all prospective employees.
 - 2) Investigation of possible individual employee impairment.
 - 3) Investigation of accidents in the workplace or incidents of workplace theft.
 - 4) Maintenance of safety for employees or the general public; or
 - 5) Maintenance of productivity, quality of products or services, or security of property or information.
 - 6) As part of an ongoing random drug and/or alcohol testing program by all employees to assure a safe, drug-free workplace.
 - 7) A follow-up when required as part of an employee's requirement for continued employment after a positive test result.
 - B. The collection and testing of samples shall not be limited to circumstances where there are indications of individual, job-related impairment of an employee or prospective employee.
 - C. To test reliably for the presence of drugs of alcohol, the Company will require samples from employees and prospective employees, and will require presentation of reliable identification to the person collecting the samples.
 - D. Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees and prospective employees, and shall be deemed work time for purposes of compensation and benefits for current employees.
 - E. The Company shall pay all costs of testing including the cost of transportation if the

testing of a current employee is conducted at a place other than the workplace.

F. All sample collection and testing shall be performed in accordance with the following conditions:

- 1) The collection of samples shall be performed under reasonable and sanitary conditions;
- 2) Samples shall be collected and tested with due regard to the privacy of the individual being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;
- 3) Same collection shall be documented and the documentation procedures shall include:
 - a) Labeling of samples so as reasonably to preclude the probability to erroneous identification of test results; and
 - b) Any opportunity for the employee or prospective employee to provide notification of any Information which he or she considers relevant to the test, including identification of currently or recently used prescription or non-prescription drugs, or other relevant medical Information;
- 4) Sample collection, storage and transportation to the place of testing shall be performed so as to reasonably preclude the probability of sample contamination or adulteration; and
- 5) Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include verification or confirmation of any positive result by gas chromatography, gas chromatograph-mass spectroscopy, or other comparable reliable analytical method, before the result of any test will be used as a basis for any action by the Company.

IV. Notice.

- A. The Company's Policy shall be distributed to employees and be available for review by prospective employees.
- B. Each current employee and prospective employees will be required to read said Policy and return to the Company a signed statement that they have read this Policy and understand the ramifications thereof.

V. Company Action. Upon receipt of a verified or confirmed positive drug or alcohol test result which indicated a presence of drugs or alcohol, which is a violation of this Policy, or upon the refusal of an employee or prospective employee to provide a sample, the Company may use that test result or refusal as the basis of disciplinary or rehabilitative actions, which may include the following;

- A. No prospective employee will be hired whom:

- 1) Does not pass a drug and/or alcohol test as prescribed in the Company Policy, or
 - 2) Refuses to submit to such testing as a prerequisite of employment.
- B. Any current employee who tests positive or refuses a drug and/or alcohol abuse test may receive the following disciplinary action:
- 1) Mandatory thirty (30) day leave of absence without pay, and a negative drug and/or alcohol test at the end of that period before returning to work.
 - 2) Immediate termination of employment.
 - 3) Second offense or failure to pass said drug and/or alcohol test as outlined in Section V,B,I) above will result in immediate termination.
 - 4) Other disciplinary measures in conformance with the employer's usual procedures, including any collective bargaining agreement.
- C. At the option of Teamworks where deemed in the best interest of both the Company and the employee, the employee will enroll in a Company approved rehabilitation and counseling program. Additional drug and/or alcohol testing will also be part of this program as a requirement for continued employment. The Company reserves the right to decide whether the employee or the Company will pay for such treatment.

VI. Confidentiality.

- A. All information, interviews, reports, statements, memoranda, or test results received by the Company through this testing program are confidential. Communications will not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceeding, except in a proceeding related to an action taken by the Company under Section V, or in defense of any action brought against the Company.
- B. The information described in paragraph A shall be the property of the Company.
- C. The Company is entitled to use a drug and alcohol test result as a basis for action under Section V.

Disclaimer: Please Read Carefully

The provisions of this Policy do not confer any contractual rights or privileges upon you. This Policy contains no guarantees of employment. This Policy supercedes and voids all other Substance Abuse Policies and/or Drug and Alcohol Testing Programs of Teamworks. The Company reserves the exclusive right to interpret and apply the provisions of this Policy. No provision of this Policy may be used or interpreted to limit or contradict this Disclaimer in any way.

Your employment with Teamworks is entirely voluntary. Either you or Teamworks may terminate the

employment relationship at will, at any time for any reason, with or without cause, with or without notice. No employee, supervisor, or representative of Teamworks has any authority to make any promise, statement, or agreement, which alters, amends, or contradicts the foregoing provisions. Only the Chief Executive Officer of Teamworks may make employment contracts, in writing and signed by the Chief Executive Officer and the employee, which may contain terms different from the foregoing.

Acknowledgement

I acknowledge that I have received a copy of the Teamworks' Substance Abuse Policy ("Policy"). I further acknowledge that I have been given adequate opportunity to read this Policy statement in its entirety and that I have, in fact, done so, including the preceding Disclaimer.

Employee's Name (please print)

Employee's Signature

Date

ADDENDUM E

DRIVING SAFETY POLICY

Employees who drive on Company business are expected to drive safely and responsibly and to use common sense and courtesy. Employees are also subject to the following rules and conditions:

1. A valid driver's license must be maintained as a condition of continued employment for positions that require driving. The company may request to see an employee's license at any time.
2. Employees who drive their own vehicles for work must maintain the minimum amount of insurance required by state law as a condition of continued employment. The Company may request proof of insurance at any time.
3. Employees must wear seatbelts at all times, whether they are the driver or a passenger.
4. Employees who are using a device for navigation purposes should complete all set up before starting the vehicle.
5. Employees should not engage in other distracting activities such as eating, shaving, or putting on makeup, even in stopped or slow-moving traffic.
6. The use of alcohol, drugs, or other substances that in any way impair driving ability is prohibited. This includes, but is not limited to, over-the-counter cold or allergy medications and sleep aids that have a residual effect.
7. Employees must follow all driving laws and safety rules, such as adherence to posted speed limits and directional signs, use of turn signals, and avoidance of confrontational or offensive behavior while driving.
8. All passengers must be approved by management in advance of travel.
9. Employees must not allow anyone to ride in any part of the vehicle not specifically intended for passenger use or any seat that does not have a working seat belt.
10. Employees must promptly report any accidents to local law enforcement as well as the Company.
11. Employees must promptly report any moving or parking violations received while driving on Company business.
12. Employee vehicles must not be parked in front of establishments that serve or sell alcohol as their primary business, or that provide adult entertainment such as but not limited to bars and strip clubs. Alcohol is not allowed in employee vehicles when in use for Company business.
13. Drivers are not to operate vehicles if they are under the influence of prescription drugs, impaired in any way, or drowsy.
14. All cargo on or in motor vehicle must be adequately stored and secured to prevent unintentional movement. This includes equipment which could cause spillage, damage or injury to the operator or to another person or vehicle.
15. Employees are prohibited from smoking or vaping within company vehicles or equipment.

Automobile Accident

If an employee is involved in an automobile accident while on Company business (in a personal or Company vehicle) they must report the accident to their supervisor or manager immediately. Employees should request and obtain a police report and police investigation at

the scene of the accident. Employees should not admit liability or guilt and should not apologize or say they are sorry under any circumstances, even if they believe they are at fault.

Inspections

The Company reserves the right to inspect vehicles, premises, and property (including offices, desks, lockers and other repositories) and personal effects (such as lunch boxes/bags, purses, gym bags, backpacks, handbags, briefcases, packages or coats) where there is reasonable cause to believe that an employee has violated this Policy.

Maintenance

The employee is responsible for having regular minor and preventative maintenance performed on the vehicle. This includes oil changes, breaks, safety inspections etc. When a service is done on the vehicle it should be reported to the owner or other designated individual. If the vehicle requires major maintenance report it immediately to the owner or other designated individual.

Company vehicles are to be kept clean inside and out. It is the driver's responsibility to wash the vehicle when needed. Due to the vehicle wrap (sticker) it is important to be careful during washing so the wrap does not get damaged. High pressure sprayers are not to be used.

I acknowledge receipt of the Company's Driving Policy and agree to follow it. I also understand that receipt of this policy does not create a contract of employment or in any way alter my at-will employment status; the Company or I can end the employment relationship at any time, with or without notice, and with or without cause.

Employee's Name (please print)

Date Employee's Signature

ADDENDUM F

SECTION 127 EDUCATION ASSISTANCE PLAN

Utah Lake

Authority Tuition Waivers granted to ULA Employees

The purpose of this Educational Assistance Plan is to provide educational assistance to Eligible Employees of ULA (the “Employer”). Section 127 of the Internal Revenue Code of 1986, as amended (the “Code”), provides, in general, that gross income of an employee does not include the first \$5,250 of amounts paid or expenses incurred by his or her employer during a calendar year, for educational assistance furnished to the employee pursuant to a qualified written educational assistance plan. This Plan, including its component, the ULA Tuition Assistance Policy, is intended to be such as plan; and it is intended to more completely document the Plan.

A. Definitions

For purposes of this Plan, the following terms have the meaning given below:

1. Education

“Education” means any form of instruction or training that improves or develops the capabilities of an individual, but does not include education or training in sports, games or hobbies unless required as part of a degree program or directly related to the employee’s work responsibilities for the Employer. “Education” is not limited to courses that are job-related or part of a degree program.

2. Educational Assistance

“Educational Assistance” means the payment of expense incurred by or on behalf of an Eligible Employee for education of the Eligible Employee (including, but not limited to, tuition, fees and similar payments, as well as related books, supplies and equipment unless excluded in the Employer’s written tuition assistance policy); and, the Employer’s provision of courses of instruction for education of an Eligible Employee (including related books, supplies, and equipment unless excluded in the Employer’s written tuition assistance policy). However, “educational assistance” does not include payment for, or the provision of, either (a) tools or supplies that may be retained by the Eligible Employee after completion of a course of instruction; or (b) meals, lodging or transportation.

3. Education Benefit Program

“Education Benefit Program” means the detailed terms, conditions and procedures related to educational assistance benefits set forth in the Employer’s written tuition assistance policy applicable to a particular class of Eligible Employees. A copy of each of the Education Benefit Programs, as amended from time to time, shall be attached hereto as an Exhibit and is hereby incorporated into the Plan. This Plan is not intended to include any scholarship or tuition reduction benefits intended to qualify under

Code Section 117 or a working condition fringe benefit under Code Section 132. The Plan includes an Education Benefit Program providing for educational assistance under the Plan.

4. Eligible Employee

“Eligible Employee” includes, for any calendar year, any employee who is currently employed by the Employer and is eligible during that year for an Education Benefit Program under the Employer’s written tuition assistance policy.

B. Educational Assistance Benefits

The benefits provided under the Plan consist solely of the educational assistance described in the Education Benefit Program for classes of Eligible Employees described in such program. No Education Benefit Program shall allow any Eligible Employee a choice between educational assistance and other remuneration. Except as specifically provided in this Plan document, this Plan does not limit or expand the level of education and training benefits available to an Eligible Employee under any Education Benefit Program that applies to the Eligible Employee.

C. Exclusive Benefit

The Plan will provide education assistance for the exclusive benefit of the Eligible Employees.

D. Eligibility

This Plan is intended to benefit the Employer’s employees in general; and shall not discriminate in favor of officers or highly compensated employees of the Employer. This Plan will not be considered discriminatory merely because any educational assistance that is available under the Plan to a non-discriminatory class of Eligible Employees is utilized to a greater degree by officers or highly compensated employees included in that class. Otherwise, the classification of Eligible Employees for an Education Benefit Program must comply with the non-discrimination standards of Code Section 410(b)(1)(B), without regard to the exceptions in Code Section 401(a)(5).

An Eligible Employee seeking educational assistance under this Plan must comply with all applicable rules and procedures, including but not limited to eligibility rules and approval and reimbursement procedures, as set forth in the applicable Education Benefit Program or other applicable policies and procedures of the Employer.

E. Notification of Eligible Employees

The Employer shall provide each Eligible Employee with reasonable notice of the terms and availability of the Plan and the Education Benefit Program applicable to such Eligible Employees, in the following manner. This Plan and each of its Education Benefit Programs shall be made available for review by Eligible Employees on the Employer’s Employee Handbook. All Eligible Employees shall be entitled upon written request to a paper copy of this Plan document.

F. Tax Consequences

1. To the extent that any Eligible Employee receives from the Employer under this Plan any educational assistance benefits that exceeds \$5,250 in a calendar year, such excess benefits shall be subject to federal income tax and payroll tax withholding in accordance with federal and state law.
2. An Eligible Employee shall be responsible for any income tax liability arising from his or her receipt of

educational assistance benefits under this Plan, whether or not the Employer withheld tax on those benefits.

G. Miscellaneous

The Employer may amend or terminate the Plan or any Education Benefit Program at any time. This Plan shall not be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Eligible Employee at any time, regardless of any effect that such discharge shall have upon him or her as a participant of this Plan. This Plan shall be construed and enforced according to the laws of the State of Utah, to the extent not preempted by any federal law.

ADDENDUM G

ACKNOWLEDGEMENT OF RECEIPT OF COMPANY PROPERTY
& FINANCIAL OBLIGATION FORM

Employee Name (Last, First, & Middle)	Supervisor	Date

I commit to treating the company-issued equipment with reasonable care while I am employed, and understand that intentional misuse, damage or negligent use of such equipment may subject me to disciplinary action, up to and including termination. I hereby acknowledge receipt and assignment of the following Company property:

<input type="checkbox"/> Office/Building Key	#:
<input type="checkbox"/> Identification/Security Access Card	#:
<input type="checkbox"/> Cell Phone	Inventory/Serial #:
<input type="checkbox"/> Computer	Inventory/Serial #:
<input type="checkbox"/> Uniform	List:
<input type="checkbox"/> Safety Equipment	List:
<input type="checkbox"/> Other Equipment	
<input type="checkbox"/> Other	
<input type="checkbox"/> Other	

RETURN OF PROPERTY AND CLOSING OF ALL OPEN FINANCIAL OBLIGATIONS

In the event of my termination from employment, upon my last day of work or a date specified by my supervisor, I will settle all open employee accounts (e.g., cash advances, credit card liabilities) in full and return all tools and company property specified above, on an attached sheet, or that otherwise comes into my possession. If any property is not returned, I authorize a reasonable value for such items to be deducted from my final paycheck, and if applicable, any final reimbursement owed to me. Should the company be unable to collect from my final paycheck or other reimbursement, I acknowledge that the Company may invoice me or pursue legal action against me at its discretion.

Employee Signature: _____ Date: _____

