



**A WORKING FORCE FOR AMERICA**

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# **FIELD EMPLOYEE HANDBOOK**

**REVISION C: 6/29/2016**

**Employee Acknowledgement Form**

I, \_\_\_\_\_, have received the US Trades, LLC Handbook. I have had the opportunity to read it in its entirety, and to ask any questions regarding any and all aspects therein. I hereby acknowledge that I understand and agree to be bound by the contents of the US Trades' Handbook while employed by US Trades.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **INTRODUCTORY STATEMENT**

US Trades, LLC, by action of the Board or through the authorized committees or officers, retains the right to change, modify, suspend, interpret or cancel any part of an unpublished or published policy, without advance notice.

If there is a conflict between the description of any plan or program in this Handbook and the official document(s), the official document(s) always prevail. This Handbook provides a general outline of current Company policy and is not the policy itself.

The policies, procedures, and guidelines described in this Handbook replace all others previously published.

## **WELCOME STATEMENT**

Welcome to US Trades, LLC. US Trades is endeavoring to become the recognized leader in the construction work force and the largest multi-trades work force in the world. We also endeavor to provide the most extensive initial and ongoing skills training of any company in the industry.

US Trades is a dynamic and growth-oriented Company. To all current employees, we would like to express our appreciation for your solid commitment to making US Trades the best company in the industry. For all of our employees, including those who have recently joined US Trades, it is important that you understand the US Trades' Guiding Principles and reflect those principles in your dealings with customers, owners, vendors and fellow tradesmen. Applying these Guiding Principles will help you achieve your personal career goals and objectives as well as the goals of the Company.

This Handbook should help you become acquainted with US Trades. Please read it carefully and keep it in a convenient place for future reference. This Handbook is and at all times remains the exclusive property of US Trades, LLC, and is being provided to you for your review and records so long as you remain employed by US Trades. It is to be returned to US Trades upon termination of employment.

We hope that you find your work with US Trades to be challenging and rewarding. Working as a team, our Company will continue to be the best it can be while remaining in a leadership position in the industry.

## **MISSION STATEMENT**

US Trades is dedicated to creating and maintaining an elite labor force capable of manning and directing entire construction and manufacturing projects, providing superior product through superior skill.

## **GUIDING PRINCIPLES**

### ***Vision***

US Trades is committed to anticipating, understanding and exceeding contractor needs with innovative, cost-effective solutions.

### ***Integrity***

US Trades maintains the highest level of ethical standards in daily business with contractors, vendors and fellow employees, and strives to deliver premium quality products and services 100% of the time.

### ***Teamwork***

US Trades' team members work together to establish and achieve our common goals. We foster an environment of trust and commitment at every level of our organization.

### ***Attitude***

US Trades' employees demonstrate energy, enthusiasm, perseverance, and an unwavering commitment to continuous improvement and excellence.

### ***Leadership***

US Trades encourages and rewards initiative and innovation. We are dedicated to being leaders in both the trades marketplace and in all of our business endeavors.

## **ABOUT US TRADES**

US Trades is a privately held construction labor contractor, with headquarters in Fishers, Indiana. US Trades was formed in August, 2000.

US Trades is prepared to operate throughout the United States and abroad.

### **Maintenance, Support and Infrastructure Management Services**

US Trades will be a national, multi-trades service provider. Our services will include skilled labor, safety training, maintenance and support. We strive to provide consistent and uniform services and will implement a variety of standardization and quality programs nationally.

## **EMPLOYMENT**

### ***Equal Employment Opportunity***

US Trades recruits, hires, compensates and promotes employees without discrimination on the basis of race, color, creed, religion, national origin, sex, age, veteran status, handicap, or disability unrelated to an individual's ability to perform the necessary functions of the job. US Trades assures that you are consistently treated fairly and given consideration of opportunities for advancement that are free from bias.

Management regularly monitors the program to make sure that it achieves these important goals.

### ***Employment At Will***

Employment at US Trades is "at will" and may be terminated by you or the Company at any time and for any lawful reason. You are free to resign from US Trades at any time and US Trades has the right to terminate your employment at any time, with or without cause, and with or without notice, provided it is not for an unlawful purpose. US Trades has no employment contract, with any employee, for any length of service. The policies in this Handbook, or any other compensation plans, correspondence, other documents or verbal communications do not create any employment contract, expressed or implied.

### ***Employee Records***

When you are hired, you must provide US Trades with personal information including:

- Documentation verifying your legal right to work in the United States
- Social Security Number
- Current address and telephone number
- Name(s) and number of dependents
- Address and telephone number of individuals to contact in case of an emergency

Additionally, our client(s) may require background checks, pre-employment drug screens and/or skills or certification testing.

US Trades maintains and updates all employee records. It is the responsibility of each employee to *promptly* notify US Trades of any changes in personnel data. Such data includes:

- Personal addresses.
- Telephone number.
- Tax filing status.
- Number and name(s) of dependents.
- Emergency contact information.



- Bank deposit account information.
- Health information that could affect the ability to perform duties and/or work safely.
- Driver's license information and validity.

### ***Access to Personnel Files***

US Trades maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, record of training, and documentation of performance appraisals, pay adjustments, tax forms and other employment records.

Personnel files are the property of US Trades and access to the files is restricted. Employees who wish to review their own file must contact the Director of Human Resources. With reasonable advance notice employees may review their own files in the Fishers office in the presence of the Director of Human Resources.

### ***Work Week***

The official US Trades payroll week is a seven day period from 12:01 a.m. Saturday to midnight of the following Friday.

US Trades' office is generally open Monday through Friday from 8:00 a.m. to 5:00 p.m. However, hours may vary at different job sites.

A regular work week is 40 hours. Some locations may schedule Saturday or Sunday as a regular work day based on internal operation requirements and customer job needs.

### ***Shift Differential***

If you work a second or third shift, you may receive a shift differential in addition to your base rate of pay. These differentials will vary depending on the various projects for which a second or third shift is deemed to be necessary.

### ***Overtime***

To meet special or unusual business needs, your supervisor or manager may ask you to work beyond your normally scheduled work hours, or on Saturday and/or Sunday. Overtime pay is for non-exempt employees only and must be approved in advance by your Project Manager.

If you are a non-exempt employee, you will receive 1 ½ times your regular hourly rate of pay for hours worked beyond a regular work week (40 hours). In some states, overtime is calculated on a daily basis. You receive overtime based on actual hours worked.

The US Trades' policy will be to work extra hours, Saturdays and Sundays, at regular pay rates as required to make up days lost to weather or other factors, up to 40 hours total each week.

### ***Per Diem***

When daily per diem is provided, a minimum of eight (8) hours will be required to be worked in order to qualify for 100% reimbursement (of the total being offered).

***Whether an individual's failure to work the requisite number of hours is attributable to the employee, the contractor, the owner, US Trades, or a combination thereof will not be considered when determining entitlement to a per diem reimbursement.***

### ***Travel Time***

If you are a non-exempt employee, you may receive pay for time spent driving to or from any work site beyond your normal work site or assignment, provided the travel is required as part of your job duties and responsibilities. More specific guidelines regarding travel and overnight accommodations will be provided with each Project for which such additional compensation is deemed to be appropriate.

### ***Time Sheets***

US Trades will record all hours worked and any time off at the end of each weekly period.

### ***Pay Days***

Friday is payday for time worked the previous week.

All US Trades' employees will receive their weekly pay via an electronic format. If you have an existing bank account (checking or savings) and complete a Direct Deposit Agreement Form, US Trades will deposit your weekly payroll into your account. If you do not have an existing account, nor do you wish to open one, US Trades will open an E-funds Card account for you with Global Cash Card. Marketing materials explaining this service are included with your card.

Advances on wages, travel pay and/or various other types of payment may be considered with the prior approval of the Human Resources Director. This advance would be granted to assist in getting to the job and getting established. Advances are a one-time benefit and are not automatically granted. Approved payments will be made via Direct Deposit or Global Cash Card accounts. The entire amount of the advance will then be withheld from your first full paycheck.

Commissions, bonuses, profit shares, and other forms of variable pay may also be allocated periodically as warranted.

### ***Payroll Inquiries***

If you have any payroll-related questions, you should notify the Payroll Manager in the US Trades' office in Fishers, Indiana.

Verifications of employment for mortgage applications, loans, court ordered garnishments, etc. should be directed to the Payroll Manager in the US Trades' office in Fishers, Indiana.

### ***Involuntary Paycheck Deductions***

Persons who quit employment prior to the scheduled completion of a project may have the following expenses, if incurred, deducted from their final paycheck:

- Pre-employment physicals and drug tests.
- Travel pay and motel accommodations.
- Costs incurred for training, testing fees, certifications and other related expenses.

## **EMPLOYEE BENEFITS**

### ***Paid Time Off***

US Trades, LLC's Paid Time Off (PTO) Program provides you with more flexibility to use your time off to meet personal needs, while recognizing your individual responsibility to manage your paid time off. With PTO accruals, you will accumulate a specified amount of time each pay period, and you will determine how you will use it - for vacation, illness, attendance of children's school activities, medical/dental appointments, personal business or emergencies.

The PTO days you accrue, effective June 1, 2016, replace all existing vacation, holiday and any other paid days off for which you may now be eligible.

### **ELIGIBILITY:**

You are eligible to accrue PTO banking time if you are a regular status employee scheduled to work at least forty (40) hours per week. Temporary employees are not eligible to accrue PTO time. If temporary employees are hired to become regular status employees to work at least forty (40) hours per week, the employee will then be eligible to accrue PTO time.

### **EARNING PTO TIME:**

You will earn .02 PTO hours for every hour that you work. For example, once you have worked 2,000 hours, you earn 40 hours of PTO time.

### **USING PTO:**

Although you begin accruing PTO on your first day of employment, you do not become eligible to use the accrued hours in your account until after your one year anniversary of your employment date. When you do elect to use your PTO, the accrued hours you use will be paid at your current hourly rate.

If you are separated from US Trades' employment, either voluntarily or involuntarily, for more than 6 months, your accrual hours will be reset to zero. Your anniversary date will not be reset, so your original hire date will remain the date for eligibility to use your accrued hours.

### **TERMINATION:**

You will not be paid for any accrued unused PTO when you leave the company, either voluntarily or involuntarily: you must be currently employed to use your PTO. Excessive, unexcused absences from a job may cause you to lose your right to use any accrued PTO.

### **MANAGEMENT OF PTO:**

You are responsible for managing your paid time off. It is important that you plan ahead for how you will use your PTO account. This means developing a plan for taking your vacations, as well as holidays, doctor's appointments and personal business. It also means holding some time in "reserve" for the unexpected, such as emergencies and illnesses. The amount you reserve for illness should depend on your personal health and sick leave history.

### **MINIMUM INCREMENTS OF PTO:**

The minimum amount of PTO you can take at one time may not be less than four (4) hours off at a time.

### **MAXIMUM INCREMENTS OF PTO:**

The maximum amount of PTO you can take at one time may not exceed forty (40) hours off at a time, and cannot exceed forty (40) hours.

### **TYPES OF LEAVE TIME OFF NOT DEDUCTED:**

Time off taken for certain leaves of absences such as jury duty, bereavement and workers compensation, according to the company policy, will not be charged against your PTO account. Please check with your immediate supervisor regarding these circumstances.

### **NOTICE AND SCHEDULING:**

Unless you are ill, you are required to notify your supervisor in advance of your intent to take PTO and get approval for the time off from the UST office. This allows for you and your manager/supervisor to prepare for your time off and assure our staffing needs are met.

There may be occasions, such as sudden illness, when you cannot notify your supervisor in advance. In those situations, you should inform your supervisor of your circumstances as soon as possible.

Please be advised that your manager / supervisor may deny your request for PTO time if you have not completed a project (drug up). This decision is in the manager's / supervisors sole discretion.

### **CASH-OUT OF PTO HOURS:**

Employees who do not take time off earned may request a cash payout. A cash payout request may be made for a minimum of ten (10) hours up to a maximum of forty (40) hours per pay period. PTO cash payouts are subject to all usage regulations stated herein. Due to Internal Revenue Service (IRS) Tax Code, we are required to process the cash payout based on a tax rate which may differ from the tax rate on your regular compensation.

### ***Health Insurance***

Upon completing 90 continuous days of employment, employees will become eligible to apply for company health insurance benefits. This coverage is managed by a third-party administrator, and all eligibility requirements, applications, available coverage, costs, etc. will be reviewed with you as your eligibility date draws near.

### ***Project Completion Bonus***

US Trades will make available on certain projects a "completion bonus," rewarding those employees who remain on the project until it has been completed, rather than transferring to another project in anticipation of the end of their employment. The details will be made available at the beginning of each project and will be specific to each applicable project.

### ***Incentives***

US Trades' management may from time to time elect to make available to US Trades' employees jackets, t-shirts, tool bags, etc. These items may or may not be a reward for certain programs or displays of safe work habits

### ***Workers' Compensation Insurance***

US Trades provides workers' compensation insurance to cover costs for treatment of injuries or illnesses sustained in the course of employment. Benefits are in accordance with the policy and applicable state and legal requirements.

Any employee who sustains a work-related injury or illness must inform their supervisor and the US Trades' Safety Director immediately, no matter how minor the injury may appear. Unreported injuries or illnesses may not be eligible for benefits.

The workers' compensation insurance will not cover benefits for injuries that occur outside of US Trades' work.

### ***Family and Medical Leave***

Family and Medical Leave provides up to 12 weeks of unpaid absence in any 12-month period for eligible employees requiring time off for the following reasons:

Your own serious health conditions that prohibits you from performing your job  
The birth of your child, caring for a newborn child or placement of a child with you for adoption or foster care

Or

To care for your spouse, child, or parent who has a serious health condition; children are those under the age of 18, unless the child is incapable of self care because of a mental or physical disability.

The 12-week period starts on the day your leave begins. Some states mandate a longer leave period, with which US Trades will comply.

A serious health condition is an illness, injury, impairment or physical or mental condition that prevents you from performing your job and involves:

Any period of illness or treatment requiring inpatient care

Or

Any period of illness requiring an absence from work of three or more days to receive continued treatment from a health care provider.

Medical leave taken for your serious health condition or to care for your spouse, child, or parent may be taken as:

Intermittent or non-consecutive leave - taken in separate blocks of time of at least one hour

Reduced schedule leave - leave which regularly reduces the number of hours you normally work.

To accommodate your modified schedule, you may be transferred to an alternate position of comparable pay and benefits.

Intermittent and reduced schedule leave may not be used for the birth of your child, adoption or foster care placement. If you take this type of leave, you must take it all at once and must complete the leave within one year of the adoption, birth or placement of a foster care child.

To apply for Family and Medical Leave, you must:

Have completed at least 12 months of service for US Trades and worked a

minimum of 1,250 hours in the previous 12-month period.

Provide at least 30 days advance written notice, if the leave is foreseeable; if not, as much advance as is reasonably possible.

Complete and submit the appropriate documentation from the health care provider of the person with the serious health condition.

You may also need to provide additional medical certification - *i.e.*, a second opinion or recertification of the condition plus periodic reports of your status or that of your ill relative. To maintain confidentiality, send all documentation in a sealed envelope to US Trades' office in Fishers, Indiana.

While on leave, your health care coverage, life insurance, and disability benefits will continue provided you continue to make your regular contributions for coverage. Be sure to arrange for these payments with the office in Fishers, Indiana before you leave.

When you return to work you will be restored to the same or comparable position with no loss of pay or benefits. If you fail to return from the leave without proper notice, you will be considered to have terminated your employment.

### ***Bereavement Leave***

You may take a leave of up to three days for the death of an immediate family member. An immediate family member is:

- Your spouse
- Children, parents, siblings, grandparents, and grandchildren of you and/or your spouse
- Step-parents, step-brothers, and step-sisters of you or your spouse.

### ***Jury Duty, Plus Other Non-Party Ordered Appearances***

Jury duty is an important civic obligation which US Trades recognizes. If you receive a jury duty summons or other non-party subpoenas, you should notify your manager immediately.

You are required to report to work on days that you are not needed in the jury room or are excused early enough to work part of the day.



## **GUIDELINES**

### ***Code of Conduct***

The Company's Code of Conduct reflects US Trades' policies concerning basic standards of business conduct and should act as a working guide for all US Trades' employees. Improper behavior will result in disciplinary action up to and including discharge. If you have any questions about your conduct while at work, check with your project coordinator.

### ***Confidentiality***

The security of US Trades' products, programs, plans, vendor contracts and other confidential information is critical to our business relationships. All employees must read and sign the "US Trades Employee Handbook Acknowledgement Form" as a condition of employment.

As a part of your job, you may be entrusted with or come across confidential information. If you do so, it should be used only to perform your job with US Trades. Confidential information must be safeguarded at all times and should not be discussed with anyone outside of the Company. You have an obligation to ensure that all confidential information remains secure and never disseminated to third parties. Divulging confidential information constitutes an egregious offense and will subject the offender to disciplinary action up to and including discharge.

### ***Conflicts of Interest***

Conflicts of interest include any undisclosed or unapproved activity or interest in which an employee participates which is not in the best interests of the Company. US Trades recognizes that as an employee you have certain rights to personal privacy. However, you must make every effort to avoid situations where your loyalty and allegiance might be divided between US Trades and any of its customers, vendors, or competitors, either directly or indirectly. The Company expects all employees to avoid even the appearance of an improper personal advantage.

### ***Outside Employment***

As a US Trades' employee, you are expected to refrain from engaging in any outside activity that could present a conflict of interest with US Trades. Full-time employees are prohibited from engaging in outside employment in addition to their work at US Trades without prior written consent from US Trades' office in Fishers, Indiana.

If you believe you are about to, or already have, entered into a business relationship that could present a conflict of interest, you should contact your foreman or the Director of Human Resources in the US Trades' office in Fishers, Indiana immediately.

Employees who engage in outside employment without prior consent as discussed above will be directed to choose between their employment with US Trades and the outside employer(s), and to terminate their employment with the employer(s) not chosen.

### ***Attendance and Punctuality***

Every employee at US Trades has important job responsibilities considered vital to the continuing operation of the Company. If you are late or absent from work, it may create an undue burden on our clients and fellow employees. So, it is important that you report to work on time, observe time limits for lunch and any breaks and not leave work early without approval.

If, for some unexpected and compelling reason, you cannot get to work on time - or not at all - you must notify your Project Manager or supervisor. You should call within one half hour of your scheduled starting time. Your supervisor will need to know why you will be late or absent and, in the case of absence, when you expect to return. Do not rely on voicemail or a third party. You must contact your manager or supervisor each day you are absent from work.

Failure to comply with this notification requirement, and excessive absenteeism and or tardiness (more than twice) may subject you to disciplinary action up to and including discharge.

If you fail to report to work without notice for two consecutive scheduled work days, you will be considered to have voluntarily terminated your employment, and will need to reapply with US Trades in the event you desire reemployment.

### ***Sexual Harassment***

US Trades believes that all employees have the right to work in an environment free of illegal discriminations, including sexual harassment. Members of management and other supervisory personnel are responsible for assuring that no staff member encounters such conduct in any form from anyone in the Company.

All employees - including those in non-supervisory positions - are prohibited from engaging in sexual harassment. The Company will take disciplinary action - up to and including discharge - against any employee who engages in such behavior.

Specifically, this policy protects you from threats or suggestions that your refusal to submit to sexual advances will affect your job. This includes continued employment, performance evaluation, pay, promotions, assigned duties or any other condition of employment or career development.

The policy also prohibits offensive sexual flirtations, advances and propositions, repeated verbal abuse, graphic verbal commentaries and other similar, sexually degrading expressions. Also prohibited is physical contact of a sexual nature even if made in jest.

US Trades will use the following criteria to determine if a violation of this policy has occurred:

- Submission to such conduct is made a term or condition of an individual's employment, either explicitly or implicitly.
- Submission to or rejection of such conduct is used as the basis for decisions affecting the individual's compensation, promotion, assignment or opportunities.
- Such conduct has the purpose or effect of interfering with an individual's work performance, or of creating an intimidating, hostile, or offensive work environment.

If you feel you are a victim of sexual harassment, you should *immediately* notify your manager or the Director of Human Resources in the US Trades' office in Fishers, Indiana. The Company expressly forbids any retaliatory action to be taken against you for reporting a perceived violation of this policy. Your complaint will be given serious attention and a timely, objective investigation will be initiated and conducted as confidentially as possible.

Any employee who is found to have engaged in harassment will be subject to appropriate disciplinary action, up to and including discharge.

### ***Work Rules***

The intent of work rules is to promote safety and productivity, and to protect the interests of US Trades, its customers, construction owners, and all employees. US Trades' employees must follow all job site, contractor and/or owner rules in addition to any listed in this Handbook or communicated to you in any other form.

The client job site supervisor has the authority to dismiss any US Trades' employee from his/her job site for poor performance or any infraction of the clients' or owners' work rules. Any employee dismissed from a job site should immediately leave the job site and then contact the Director of Human Resources or the Vice President of Operations at the US Trades' office in Fishers, Indiana. The incident will be investigated and a determination made as to what, if any, action will be taken. Employees will not be paid for time lost due to suspension, regardless of the final action taken.

Employment may be terminated immediately, at the sole discretion of the management of US Trades, for reasons including, but not necessarily limited to the following:

- Refusal to obey a direct order from a supervisor.
- Fighting, threatening or intimidating behavior.
- Disrespectful or rude behavior to or in the presence of a customer.
- Theft, unauthorized possession or destruction of the property of others.
- Being in possession or under the influence of drugs or alcohol on the job site or during work hours.

- Being in possession of firearms, weapons, explosives and/or ammunition on the job site.
- Horseplay or violation of safety rules that could result in serious injury or damage.
- Neglect or carelessness resulting in personal injury or property damage.
- Sleeping on the job.
- Falsification of timecards, invoices, applications for employment or intentionally giving false information to anyone whose duty it is to make records.
- Unauthorized dissemination of confidential information.
- Sexual or other harassment.
- Unauthorized removal from US Trades property or the property of its clients and construction owners any of the following:
  - Construction materials (including salvage or scrap).
  - US Trades' client, owner, coworker or subcontractor property.
  - Customer or owner contract documents.
  - Confidential information.
- Leaving the worksite without authorization of the supervisor.

***Use of Personal Auto on Company Business***

If you drive your own car or other vehicle on company business, you must have – and a copy provided to the Vice President of Operations:

- A valid driver's license
- and
- Liability insurance coverage as required in the state in which the car is registered

Otherwise, you will not be permitted to use a vehicle on Company business. Your employment may also be terminated if this restriction prevents you from fully performing the duties of your job.

***Life- threatening Illness***

If you have a life - threatening illness, you can continue working as long as you are able, provided:

- Your work causes you no harm.
- Your performance meets satisfactory standards.
- Your presence does not endanger other US Trades' employees or customers.

If your condition requires that you stop working, your supervisor or the Director of Human Resources will review the courses of action available to you, including disability benefits, leave of absence, retirement, or termination.

### ***Drug Free Workplace***

To maintain a drug free workplace, the manufacturing, dispensing, distributing, possession or use of a controlled substance or alcohol on Company property or any customer site is prohibited. Reporting to work under the influence of alcohol or any medically unauthorized narcotic or drug can result in disciplinary action up to and including discharge. Additionally, in order to ensure the safety of US Trades' employees and customers, US Trades may engage in random drug testing of its employees in order to maintain compliance with US Trades' endeavor to maintain a Drug Free Workplace.

**In the event of a workplace accident or injury, a post-accident drug test will be required.**

In the event of a positive drug test while employed with US Trades, employee's employment with US Trades will be terminated immediately. It is US Trades' policy that a minimum of thirty (30) days elapse before considering the individual for reemployment.

### ***Solicitations***

US Trades' employees are prohibited from soliciting, vending, selling and distribution unauthorized materials during working hours. In addition, anyone who is not a US Trades' employee is not permitted on Company property or at US Trades' project sites to solicit or distribute any written material to employees. This policy is designed to ensure the orderly performance of our daily business, to reinforce security and to help maintain the cleanliness of the work environment.

### ***Media Inquiries***

You should refer all inquiries from the media to the US Trades' office located in Fishers, Indiana.

### ***Problem Resolution***

US Trades recognizes that personal differences and/or disagreements concerning your job or the interpretation of company policies may occur from time to time. The following guidelines are designated to facilitate the resolution of any issues that may occur:

If you believe you have a personal problem or complaint, you should discuss it first with your project coordinator.

If you feel a satisfactory solution has not been worked out, we encourage you to go to the next level of supervision for assistance and/or for a referral to another appropriate person.

### ***Voluntary Termination***

You have voluntarily terminated your employment if you:

- Resign
- Fail to return from an approved leave of absence
- or
- Fail to report to work without notice for two consecutive scheduled work days.

If you resign, you are expected to give two weeks notice. You have the right to terminate your employment with US Trades at any time.

The last day you physically report to work is considered your last day of employment.

### ***Separation From Employment***

Upon separation from employment with US Trades, you will be obligated to return this Handbook in addition to any and all other company property over which you may exercise custody and/or control. Failure to comply promptly with this obligation could subject you to both criminal and civil litigation.

### ***US Trades' Employment Testing***

All individuals shall be subject to random drug testing while employed by US Trades, and prior to being offered employment with US Trades.

### ***Miscellaneous Understandings***

As an employee of US Trades, LLC:

1. You will be compensated pursuant to the wage rate commensurate with your skill level;
2. Your employment with US Trades is "at-will" which means among other things that you may terminate your employment with US Trades at any time, with or without cause, and that US Trades may likewise terminate you with or without cause;
3. All information concerning any matters affecting or relating to the business of US Trades, including the names, addresses, or other key information relating to US Trades' employees and or customers and projects as well as the manner and method by which US Trades conducts its business in general, including pricing and compensation, are all confidential, proprietary, and materially effect the operation of US Trades' business;
4. You will not at any time, directly or indirectly, for yourself or for any other person or entity, solicit or contact or aid or participate in contacting, including allowing the use of your name, US Trades' employees to induce them to

- terminate their employment with US Trades, or in any way encouraging them to damage US Trades, its reputation or earning potential;
5. It is your intent that this Agreement be enforceable under the laws of Indiana, and that you will not seek through litigation or otherwise, to challenge its validity or enforceability;
  6. In the event of a breach of this Agreement, US Trades shall suffer immediate, immeasurable, and irreparable harm and damage, and shall be entitled to recover its costs and attorney's fees incurred in the enforcement of this Agreement.

### ***Security***

For liability and security purposes, US Trades restricts access to its facilities and project sites to employees and authorized personnel only. All visitors, including former employees, relatives or friends must be escorted by a US Trades' representative, designated and approved by US Trades' management, at all times.

Additionally, absolutely no recording devices whatsoever, including but not limited to, video cameras and tape recorders, are permitted on US Trades' property or project sites.

### ***Personal Property***

Exercise due diligence in the care and maintenance of your tools, as US Trades will not assume responsibility for any losses or damages. Do not leave personal belongings unattended.