

**United County Industries Corporation
d/b/a**



County Heat Treat

32 Howe Avenue
Millbury, MA 01527
(508) 865-5885

Employee Benefits Manual

Revised July 2017

TABLE OF CONTENTS

EQUAL EMPLOYMENT OPPORTUNITY	5
EMPLOYEES WITH DISABILITIES	5
IMMIGRATION REFORM POLICY	6
SEXUAL HARASSMENT.....	7
PROTECTED CLASS HARASSMENT	7
CONFIDENTIAL AND PROPRIETARY INFORMATION	8
PROFESSIONAL ATTITUDE, ETIQUETTE AND ETHICS.....	8
APPEARANCE	9
OUTSIDE EMPLOYMENT	9
PARKING	9
SMOKING	10
ALCOHOL & DRUG-FREE WORKPLACE	10
EMPLOYEE ASSISTANCE PROGRAM	10
SAFETY.....	11
COMPANY VEHICLES.....	12
OVERHEAD DOORS	13
SECURITY.....	13
WORKPLACE VIOLENCE	14
COMMUNICATIONS/INFORMATION SYSTEMS	14
SOCIAL NETWORKING/MEDIA	15
ANNOUNCEMENTS, SOLICITATION, AND DISTRIBUTION	15
PERSONNEL RECORDS	16
CHANGES IN PERSONAL STATUS	16
CLASSIFICATIONS OF EMPLOYMENT	16
LOCATION, WORKWEEK, AND HOURS OF WORK	17
PAYDAY, TIMECLOCK, AND YOUR PAYCHECK.....	18

OVERTIME FOR NON-EXEMPT EMPLOYEES	19
CALL BACK (SPOT CHECK) PAY	19
REPORTING PAY.....	19
SALARY BASIS POLICY	20
ATTENDANCE AND PROMPTNESS	20
FACILITY CLOSURE AND INCLEMENT WEATHER	21
CONFERENCES, CONVENTIONS, BUSINESS MEETINGS, SEMINARS/TRAINING	21
BUSINESS RELATED TRAVEL AND EXPENSES	22
COMPENSATION REVIEW	22
PERFORMANCE REVIEW	22
EMPLOYMENT VERIFICATION, REFERENCES, AND RECOMMENDATIONS	23
ABOUT LEAVES OF ABSENCE.....	22
VACATION LEAVE	24
HOLIDAY LEAVE	25
MEDICAL LEAVE.....	26
MA EARNED "SICK TIME"	26
MATERNITY/PATERNITY	28
JURY DUTY LEAVE	28
BEREAVEMENT/MEMORIAL LEAVE.....	29
MILITARY LEAVE	29
PERSONAL LEAVE OF ABSENCE.....	30
TUITION REIMBURSEMENT	30
PRESCRIPTION SAFETY GLASSES	31
ABOUT FRINGE BENEFITS	31
AFFORDABLE CARE ACT	32
MEDICAL INSURANCE.....	33
DENTAL INSURANCE	33
COBRA.....	33

GROUP TERM LIFE	34
SHORT TERM DISABILITY	34
401(K) SAVINGS & RETIREMENT PLAN	35
WORKERS' COMPENSATION	35
APPENDIX OF POLICIES	37

About This Manual

At United County Industries Company d/b/a County Heat Treat, we are dedicated to providing quality support to our customers as well as a rewarding and positive environment for our employees.

As a sales and service organization, our goal is to develop and maintain a sound rapport with our customers by applying our skills, knowledge, and ethics to individual areas of responsibility. Equally, we feel strongly about the importance of treating our employees with respect, trust, and courtesy. Together we build our future from our long-standing tradition of providing excellence in all we do.

This manual is not intended to create, nor is it to be construed as, a contract, express or implied, for employment. All employees are employed at-will and, as such, are free to terminate their employment at any time. Similarly, employees may be terminated at any time without notice and without reason.

This Employee Benefits Manual is written to acquaint all County Heat Treat employees with guidelines regarding the benefits of employment as well as some of the Company's expectations of its employees. We hope you will keep the manual handy and refer to it when you have questions.

Moreover, we encourage open dialogue. While this manual should provide answers to many of your questions, it is not exhaustive. If you have further questions or concerns related to your employment, we encourage you to discuss them with your Supervisor/Manager. Likewise, if you have a suggestion or a complaint, we want to know about it and we will do our best to act appropriately upon it.

Each employee is responsible for being familiar with the manual. County Heat Treat, in its discretion, reserves the right to amend, change or discontinue any of the benefits, policies, procedures described in this manual at any time without notice.

WELCOME TO COUNTY HEAT TREAT!

United County Industries Corp. d/b/a County Heat Treat is a family-owned and operated business founded by Walter J. Nartowt in 1966, and is in its third-generation of heat treat services. Based in central Massachusetts, the Company is meeting the needs of its customers throughout New England and beyond. Whether it's simple stress relief of a low carbon steel weldment or the exacting specifications of a helicopter drive shaft, we are capable of meeting our customers' thermal processing needs.

The staff of County Heat Treat is proud the Company is compliant and registered to ISO 9001, GE certified, and FAA certificated. These accreditations will assure our customers that County Heat Treat is meeting the needs of global competition now and in the future.

OUR SERVICES & CAPABILITIES:

Neutral hardening: Up to 60 inches long.

Carburizing: Up to 60 inches long.

Carbo-nitriding: Two continuous furnaces.

Vacuum Hardening: Stainless and tool steel.

Nitriding: Up to 115 inches long.

Straightening and Aging

Flame Hardening

Precipitation Hardening

Stress Relieving, Brazing

Carbon Restoration

Cleaning: Sand blasting, Aluminum oxidizing, Glass beading

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

Sincerely,

William J. Nartowt
President

Barbara A. Nartowt
Vice President / Executive Administrator

EQUAL EMPLOYMENT OPPORTUNITY

County Heat Treat is committed to equal employment opportunity. In order to provide equal employment and advancement opportunities to all individuals, employment at County Heat Treat will not be influenced or affected by an applicant's or employee's race, color, creed, gender, gender identity, age, sexual orientation, disability, religion, national origin, genetic information, military status or any other legally protected classification, as these terms have been defined by state and federal anti-discrimination laws.

This policy governs all aspects of employment at County Heat Treat, including hiring, job assignment, promotion, compensation, discipline, termination, access to benefits training and all other terms, conditions and privileges of employment.

The implementation and maintenance of an effective policy to ensure equal employment opportunity for all persons without regard to protected status is incumbent upon all employees. If you have questions or concerns about any type of discrimination, contact your immediate Supervisor/Manager as soon as possible.

Employees may raise concerns, report violations, and/or participate in an investigation without fear of retaliation. Further, any employee's involvement will be kept confidential to the extent practicable.

EMPLOYEES WITH DISABILITIES

County Heat Treat complies with all aspects of the Americans with Disabilities Act (ADA) and with state disability laws. This means that we will not discriminate against qualified individuals with a disability in any phase of the employment relationship, including application for employment, hiring, promotions and/or advancement opportunities, termination, compensation, training and any other terms, conditions or privileges of employment. We will also not discriminate against qualified individuals based on their relationship or association with an individual who has a disability.

County Heat Treat provides equal employment opportunities to otherwise qualified individuals with disabilities, which includes offering reasonable accommodations. A "disability" is a physical or mental impairment that substantially limits one or more major life activities (such as caring for one's self, walking, breathing, speaking, hearing, or learning) or a record of having such an impairment (such as a history of mental illness or cancer) or is regarded as having such an impairment. A "qualified individual with a disability" is a person with a disability who, with or without reasonable accommodation to his/her disability, can perform the essential functions of his/her position.

The Americans with Disabilities Act also recognizes that an employee may be subject to legal protection under the law if the employee is associated with someone who is disabled. While the employee is not eligible for any reasonable accommodation under the law, the employee will not be treated differently than any other employee regarding time off or any other company benefit.

In general, it is your responsibility to notify us of the need for an accommodation you believe may be necessary, or the functional limitations caused by your disability. We encourage any employee who believes he/she requires an accommodation due to a disability to request the accommodation, including a leave of absence, through your

Supervisor/Manager. Accommodations suitable for individual employees will be determined on a case-by-case basis in consultation with the employee. When appropriate, we may require additional information from your physician, your rehabilitation professional, or other medical professional. We also may send you to a physician, rehabilitation professional, or other medical professional of our choosing.

All medical information pertaining to an employee will be kept as confidential as practicable and disclosed on a need-to-know basis only.

IMMIGRATION REFORM POLICY

It is the policy of County Heat Treat to employ only individuals who are legally eligible to work in the United States. All new County Heat Treat employees are required to fill out and sign an employment eligibility verification form (I-9) no later than the completion of the employee's first day of employment. The employee must also furnish the employer with proof of identity and eligibility to work in the U.S. within three days of the first day of employment.

In the case where an employee does not have an original document, the employee may present a document receipt, provided that the employee must provide the actual document within 90 days or up to a year, depending on the document.

If the employee is unable to present the appropriate documents within three business days of the date of hire, the employee is not able to work.

Any change to your legal right to work in the United States, such as immigration status, must be reported immediately.

SEXUAL HARASSMENT

County Heat Treat is steadfast in providing employees a working environment free of unlawful sexual discrimination and harassment from actions by another employee, Supervisor, or member of management, vendor, or customer. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. (For further reference see: Appendix of Policies – Sexual Harassment)

Sexual harassment includes conduct such as unwelcome sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature, including, but not limited to, drawings, pictures, jokes, teasing, or other sexually related comments, and uninvited physical contact.

Sexual harassment of an employee will not be tolerated.

Employees may raise concerns, report violations, and/or participate in an investigation without fear of retaliation. Further, any employee's involvement will be kept confidential to the extent practicable.

We issue a separate Sexual and Other Unlawful Harassment Policy to each new employee and to all existing employees each year. Employees must review the policy and return the signed and dated signature page.

PROTECTED CLASS HARASSMENT

County Heat Treat is committed to maintaining a work environment is free from unlawful harassment on the basis of the applicant or employee's protected classification. In keeping with this commitment, it is our policy to prohibit unlawful harassment of an employee from anyone including another employee, Supervisor, or member of management, vendor, or customer, from experiencing protected class harassment. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events.

Protected class harassment includes unwelcome conduct that is based upon a person's legally protected classification including race, color, creed, gender, gender identity, sexual orientation, disability, religion, national origin, genetic information, or military status as these terms have been defined by state and federal anti-discrimination laws.

Protected class harassment of an employee will not be tolerated.

Employees may raise concerns, report violations, and/or participate in an investigation without fear of retaliation. Further, any employee's involvement will be kept confidential to the extent practicable.

We issue a separate Sexual and Other Unlawful Harassment Policy to each new employee and to all existing employees each year. Employees must review the policy and return the signed and dated signature page.

CONFIDENTIAL AND PROPRIETARY INFORMATION

Our business is based on confidence and must maintain the highest standards of excellence.

Our customers must be certain that their private information is being handled efficiently and confidentially. Moreover, business matters between County Heat Treat and its customers are strictly confidential and should not be discussed inappropriately within or outside County Heat Treat.

Furthermore, County Heat Treat's client lists and files; methods of doing business and/or servicing clients; marketing and/or development of services; financial status; current and future merchandising and/or marketing strategies; expansion plans; methods of pricing or charging for products or services; business forms developed by or for the Company; computer programs; identity of specialized consultants and contractors and confidential information developed by them for the Company; and sales, purchasing, operating and other financial data are proprietary and confidential, and may not be disclosed to the extent such information is not publicly known.

Please speak with your Supervisor if you have any questions regarding whether particular information is or is not "confidential or proprietary."

We issue a separate Confidentiality Policy to each new employee and to all existing employees who receive a promotion or new title. Employees must review the policy and return the signed and dated signature page.

PROFESSIONAL ATTITUDE, ETIQUETTE AND ETHICS

All employees are representatives of County Heat Treat. Our employees extending the highest courtesy to co-workers, visitors, suppliers, competitors, and customers is a County Heat Treat hallmark. A professional, cheerful and positive attitude is essential to our success. In this respect, it is important that all manner of communication such as in-person visits, telephone, electronic mail, physical mail interactions, etc., be handled promptly, courteously and by the appropriate individual(s).

It is critical that employees work together effectively. To promote mutual respect, employees are expected to listen to and objectively consider ideas and suggestions from others. To promote teamwork, employees should address problems and issues constructively and strive to find mutually acceptable and practical business solutions.

County Heat Treat is committed to the highest standards of business ethics and requires that its employees conduct themselves at all times with honesty and integrity inside and outside of County Heat Treat, including ethical handling of actual or apparent conflicts of interest. No employee should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or other unfair dealing practice. Further, employees must comply with all laws, rules and regulations of federal, state and local governments and agencies.

In addition, County Heat Treat employees must not offer or receive kickbacks, or any other inappropriate gifts, favors, remuneration or compensation from customers, suppliers, sales representatives, distributors, or any other individual/Company doing business with County Heat Treat. (In general, gifts of cash, or other items other than a vendor's/customer's promotional items, business meal or sporting event tickets of minimal value, would be inappropriate to accept.) Any private employee transaction and any other potential conflict

of interest (actual or apparent) that directly or indirectly affects County Heat Treat in any way whatsoever must be brought to the attention of County Heat Treat's President.

APPEARANCE

County Heat Treat seeks to maintain a professional, safe, and respectful working environment. We trust that employees will come to work dressed appropriately for our environment when on Company business, on or off Company property, even during non-work events such as Company-sponsored functions and parties.

If you have questions regarding whether a particular type of clothing is appropriate, please speak with your Supervisor/Manager. If you are unsure something is acceptable or in professional condition, you should wear something else that you know is appropriate. If you wear clothing or an accessory to work that is considered inappropriate, you may be asked to leave work for the day or return home to change.

Safety glasses and steel-toed shoes are required on the production floor. Furnace operators are recommended to wear long sleeve shirts, long pants and work gloves. Please check with your Supervisor for additional safety requirements.

Uniforms Provided by the Company

Regular Full-Time and Part-Time Employees who work for CHT and have completed ninety (90) calendar days of continuous employment will be provided with personal uniforms appropriate for the work they do. Prior to this time period, the employee will be directed by management to wear a coverall or other spare uniform which will provide the same minimum level of protection required for the work they will do. CHT has decided that since these uniforms are considered part of the employee's personal protective equipment, they will be paid for 100% by the company. Uniforms are to remain on site at all times. Employees are prohibited from leaving the facility with a dirty uniform. All laundering of uniforms must be done by the vendor hired to do this work. Each employee will sign-off on receiving a number of uniforms they are financially responsible for returning at the termination of work with CHT. CHT will also provide an employee with full/partial subsidy (based on price) for the purchase of steel-toed shoes after completing ninety (90) calendar days of employment and annually thereafter. Please review the CHT personal protective equipment process for a detailed review of this process. *Be aware, some final wages may be withheld until unaccounted-for uniforms are returned to CHT.*

OUTSIDE EMPLOYMENT

Although County Heat Treat does not prohibit outside employment, it must not affect your work at County Heat Treat. Priority should be given to County Heat Treat as the primary employer. Employees must avoid conflicts of interest and must also not work or consult for any Company in competition with County Heat Treat unless expressly approved in writing by the President of County Heat Treat. Moreover, any outside employment which would reflect unfavorably on County Heat Treat, or compromise your effectiveness as an employee, as judged by the Company, is not permissible.

PARKING

Employee parking is available at our location.

SMOKING

As required by MA state law, County Heat Treat buildings and vehicles are smoke-free environments. This includes all "E-cigarettes" and all similar devices which deliver nicotine vapor electronically. **Eight outside areas are designated for smoking as follows: 1) Front Main Entrance at the guardrail, 2) Employees' timeclock entrance, 3) Cooling tower located by shipping/receiving, 4) Hardware store entrance where compressor room is, 5) Emergency exit - back of 32 Howe Ave., 6) Emergency exit - back of 34 Howe Ave., 7) Emergency exit from upstairs offices to shipping/receiving parking lot, 8) Emergency exit at garage door facing hardware store.** These areas can only be used during clocked-out break times or "non-work times" for salaried employees. Please use the provided smoking receptacles to dispose of used smoking materials. Employees who smoke are encouraged to seek smoking cessation information and programs available through the Company's health plan and Employee Assistance Program (EAP).

ALCOHOL & DRUG-FREE WORKPLACE

We believe drug and alcohol abuse and use of illegal drugs endangers the health and safety of our employees and compromises our reputation and product quality among our suppliers and customers. Accordingly, no employee may use, possess or be "under the influence of alcohol"; or use, manufacture, possess, distribute, sell or be tested positive for of a "controlled substance" while on County Heat Treat property or while conducting official business related activities away from County Heat Treat premises during working time. "Under the influence" is defined as confirmed BAC testing $>$ or $=$ 0.04% if S.S.F. position, or $>$ or $=$ 0.08% if non S.S.F. position. "Controlled Substance" is one of the 5 schedule 1 drugs identified for U.S. D.O.T. testing, also named (with example) "THC" (Marijuana), "Opiates" (Heroin), "PCP"(Angel Dust), "Cocaine" (Crack), and "Amphetamines" (Uppers).

The legal use of prescribed drugs is permitted on the job provided it does not impair an employee's ability to perform the essential functions of his/her job effectively and in a safe manner that does not endanger other individuals. Employees who are using legally prescribed and obtained drugs that have side effects which may impair their ability to work safely or effectively (e.g., drugs that cause drowsiness), must notify the Drug and Alcohol Program Manager (DAPM) of the drug concerned and the potential side effects they may experience while using the same drug before working at County Heat Treat under the influence of that same drug. The DAPM and Company Medical Review Officer (MRO) will have sole discretion to approve or disapprove of the drug's use.

Employees needing drug or alcohol use counseling are encouraged to use our confidential Employee Assistance Program (EAP) and Health Insurance Plans, as appropriate.

We issue a separate Alcohol & Drug-Free Workplace and Testing Policy outlining the circumstances and procedures for testing. Employees must be trained, review the policy and return the signed and dated signature page.

EMPLOYEE ASSISTANCE PROGRAM

Your wellbeing is important to us! This Company-paid benefit is available to you and your family members living in your household. The goal of the Employee Assistance Program (EAP) is to help you and your family to feel better about your personal and professional relationships. The employee assistance program is administered by a third party counseling Company and designed to offer you whatever support you may need in most situations on a confidential basis.

EAP counselors are trained and available to help with a wide variety of problems which may be impacting your life or job performance including marital/child/parent, legal, financial, alcohol abuse, drug abuse, stress/anxiety, depression, grief and relationship problems. They are familiar with our community and can provide helpful referrals if you should need additional resources.

We issue a separate Employee Assistance Program Policy and provide each new employee and all existing employees EAP counselor contact information annually.

SAFETY

County Heat Treat provides a safe working environment and depends on you to be conscious of your actions. You are expected to abide by safety standards, support safe work practices, and be safety conscious at all times. Information on the fire, disaster, emergency and safety regulations that apply to your location is available in each work area. It is your responsibility to become familiar with these plans. Supporting a hazard-free work environment will help to maintain the safest possible working conditions. **Therefore, employees will be responsible for general housekeeping of their departments five minutes prior to wash-up time or general housekeeping time can be determined by your supervisor. Effective housekeeping is an ongoing operation: it is not a hit-and-miss cleanup done occasionally. Periodic "panic" cleanups are costly and ineffective in reducing accidents.**

Employees are expected to comply with the following guidelines:

- Report every injury that occurs on County Heat Treat property or during the course of conducting business on behalf of County Heat Treat, no matter how minor to a Supervisor or Manager.
- Do not obstruct access to fire extinguishers or first aid facilities.
- Do not obstruct exits, aisles, or passageways.
- Do not smoke in the building.
- Deposit all refuse in trash cans provided for that purpose.
- Comply with danger and warning signs.
- Do not lift heavy objects (50-pound weight limit) without assistance.
- Maintain sanitary conditions in their work area and notify management of any unsanitary conditions elsewhere.
- If an employee has or may be carrying an infectious disease such as diphtheria, typhoid, scarlet fever, polio, tuberculosis, or serious condition, the employee must secure permission from a physician and report the matter to management before coming to work. Without this written permission, the employee will not be allowed to work.
- Report any unsafe working condition to the appropriate Manager.
- Follow all safety instructions, procedures, processes, etc., in preparing to use, using, cleaning up after use, etc., any equipment, tools, or materials a job requires.
- Use required safety equipment and protective devices.
- Turn off lights and equipment such as fans, heaters, radios, computers, and other business machines at your workstation at the end of each day.

The building is equipped with lit exits, first-aid kits, and fire extinguishers. Please familiarize yourself with their locations.

Employees may raise concerns, report violations, and/or participate in an investigation without fear of retaliation. Further, any employee's involvement will be kept confidential to the extent practicable.

COMPANY VEHICLES

All Company vehicles shall be used for Company business only and may not be used for personal business. Only Company employees may operate or be a passenger in a Company vehicle, unless otherwise authorized by your Supervisor.

Vehicles will be assigned to a particular employee, and the employee shall be responsible for maintaining the vehicle in a clean and neat fashion. An employee is responsible for immediately reporting the following to his/her Supervisor: (a) vehicle defective parts; (b) vehicle damage or disrepair; (c) vehicle safety concerns; (d) observation or involvement in any unsafe operation or misuse of a Company vehicle; and (e) observation or receipt of any moving violation in a Company vehicle.

Vehicle Safety

All employees must abide by the following safety procedures:

- Company vehicles may only be operated by those employees who are properly licensed and trained. An employee is responsible for immediately informing the Executive Administrator if he/she: (a) does not have the proper license or training; (b) loses his/her license for any reason; or (c) is not sure whether he/she is properly licensed or trained.
- Drivers and passengers in Company vehicles must wear seat belts at all times.
- Drivers in Company vehicles may not operate any cellular telephone or other electronic device while operating the vehicle. If the driver of a Company vehicle wishes to make or respond to a telephone call or other message while operating a Company vehicle, he/she must first drive the vehicle to a safe location off of the road and park.
- Drivers of Company vehicles must be familiar with and abide by all rules of the road of the state in which the vehicle is traveling as well as all applicable rules and regulations of the Department of Transportation.
- It is the responsibility of the driver to secure the vehicle while it is parked.
- Alcohol and drugs shall not be consumed or transported in any Company vehicle, and Company vehicles shall not be operated by any employee who is under the influence of alcohol or drugs.
- Smoking is not permitted in any Company-owned vehicle.

Parking Tickets and Moving Violations

The Company will not pay for any moving violations in a Company vehicle.

In exceptional circumstances, the Company may (in its sole discretion) choose to pay for parking tickets or other non-moving violations received by employees operating Company

vehicles. Parking tickets and/or vehicle violations must be submitted to the Executive Administrator within two (2) business days after receipt of the ticket/violation. In no circumstance will the Company pay for any such ticket/violation if it determines that the ticket/violation resulted from the employee's oversight or carelessness.

Accidents

In the event of an accident, the driver must notify his/her Supervisor immediately and turn in an accident report to the Executive Administrator within 24 hours. The Driver may also be responsible for submitting copies of the accident report to others as may be required or requested (e.g., police, Registry of Motor Vehicles, insurance Company).

OVERHEAD DOORS

The Company may operate with its overhead doors open at a variety of times during any work day. Due to the noise that may emanate from our plant, however, it is requested all overhead doors minimally be opened between 9:00 p.m. and 7:00 a.m. as a courtesy to our neighbors.

Although the Company's Foremen are primarily responsible for ensuring that overhead doors are opened and closed in accordance with this policy, all employees must abide by this policy at all times. There are no exceptions to this policy.

SECURITY

County Heat Treat is not responsible for employees' personal assets and property. All employees should do their part to look out for fellow employees.

Important things to remember:

- For security reasons, you should not leave personal belongings of value in the workplace. County Heat Treat is not responsible for loss or damage to any personal property while on County Heat Treat premises. We encourage employees to take appropriate precautions to protect personal property.
- Report any loss, whether of personal or County Heat Treat's property, or any incident of a suspicious nature to management as soon as possible. If you break or damage County Heat Treat property, report it to your Supervisor/Foreman immediately.
- Keys that are issued to certain County Heat Treat employees should be kept free from personal or Company identification to avoid misuse if stolen or misplaced. Immediately report misplaced or stolen keys to your Supervisor/Foreman.
- No Company property may be removed from the premises without proper authorization from management.
- Offices, desks, lockers, etc., are County Heat Treat's property and subject to search by County Heat Treat in our discretion. Accordingly, no employee shall have any expectation of privacy in the use of his/her office, desk, locker, vehicle or any other space or equipment assigned to them.
- Follow all security and safety procedures.
- Report any stranger you notice loitering about the building to management.

County Heat Treat provided property including, but not limited to, vehicles, tools, computers, and equipment is for use by employees at work and during working hours. We reserve the right to require an employee to return any and all of our property to us at any time.

Employees may raise concerns, report violations, and/or participate in an investigation without fear of retaliation. Further, any employee's involvement will be kept confidential to the extent practicable.

WORKPLACE VIOLENCE

County Heat Treat is committed to providing a workplace that is free from violence, threats and intimidation. To do so requires all employees, including Supervisors and Managers, to adhere to work practices that are designed to make the workplace more secure, and do not engage in verbal threats or physical actions which create a security hazard for others in the workplace. Prompt and accurate reporting of all violent incidents whether or not physical injury has occurred is essential.

Workplace violence includes, but is not limited to, acts of violence, intimidation, aggression, harassment, verbal threats, and otherwise threatening behaviors. This policy also addresses a propensity towards violence even prior to the occurrence of any violent behavior. Carrying or possessing of weapons of any kind is strictly prohibited.

The term "workplace" includes all places where business is conducted on behalf of the County Heat Treat. These places include, but are not limited to, County Heat Treat sponsored events, the workplaces of partners and vendors, and other locations while traveling on County Heat Treat business. Further, this policy extends to an employee when involved in a violent incident which interferes in any way with the employee's ability to effectively conduct their job or results in negative impact on the work environment when the event happened on the employee's personal time and/or outside of conducting business for the County Heat Treat.

It is the responsibility of every employee to immediately report any acts of workplace violence, or potential acts of workplace violence, to your Supervisor or County Heat Treat management.

Employees may raise concerns, report violations, and/or participate in an investigation without fear of retaliation. Further, any employee's involvement will be kept confidential to the extent practicable.

COMMUNICATIONS/INFORMATION SYSTEMS

All forms of communication, whether verbal, written or transmitted via our electronic communications systems, are important and should promote an atmosphere of professionalism, courtesy and respect. Our goal is to ensure effective business communications among all individuals within and with others outside of County Heat Treat, in particular customers. Therefore, all communication exchanges should be given careful thought and consideration before taking place.

We also understand certain personal circumstances may arise while working which warrant an employee to communicate with individuals outside the workplace. Employee use of their own personal cellular telephone and/or our electronic communications systems for personal purposes while working should be kept as brief as possible and limited to emergencies or very important matters. Whenever feasible, we ask you to conduct your personal communications during non-work time. Due to safety, productivity, and quality concerns, personal electronic communication devices and entertainment devices (e.g. MP3 players, I-

Pods, radios, video games, etc.) are expressly prohibited from use by employees in our shop area and those employees who interact with customers during working hours. Individuals with smartphones may not use these functions on their smartphone.

Our electronic communications systems include, but are not limited to the telephone system (including voice mail), facsimiles, electronic mail (including the Internet), cellular phones, copy machines and computer software. Electronic communications systems are County Heat Treat-owned resources and are provided as business communication tools. **County Heat Treat reserves the right to monitor electronic communications systems. There can be no expectation of privacy for electronic communications nor does the use of a password to access electronic communications create an expectation of privacy by any user. County Heat Treat reserves the right to delete messages, voice mail and other communications on computers and other electronic communications.**

There will be no adverse action taken against employees who report violations of this policy or participate in the investigation of such violations.

We issue a separate Communications/Information Systems Policy for further explanation. Employees must review the policy and return the signed and dated signature page.

SOCIAL NETWORKING/MEDIA

Social media can take many different forms, including internet forums, blogs and microblogs, online profiles, wikis, podcasts, pictures and video, email, instant messaging, music-sharing, and voice over IP, to name just a few. Examples of social media applications are LinkedIn, Facebook, MySpace, Wikipedia, YouTube, Twitter, Yelp, Flickr, Second Life, Yahoo groups, Wordpress, ZoomInfo – the list is endless.

When you are participating in social networking, you are representing both yourself personally and potentially County Heat Treat. It is not our intention to restrict your ability to have an online presence or to mandate what you can and cannot say. We believe social networking can be a very valuable tool and continue to advocate the responsible involvement of County Heat Treat employees in this space. However, employees may not post to any social media during working hours.

To that end, we issue a separate Social Networking/Media Policy for further explanation. Employees must review the policy and return the signed and dated signature page.

ANNOUNCEMENTS, SOLICITATION, AND DISTRIBUTION

Informing our employee community is one of the best ways County Heat Treat can share its organizational goals, promote open communication, and foster good relationships. In addition to management holding informational meetings, we maintain a Company bulletin board in the time clock & lunchroom areas to communicate County Heat Treat information to employees and to post notices required by law. You are encouraged to check the County Heat Treat bulletin board regularly for current information.

Solicitation and distribution of non-County Heat Treat literature and other material is limited to non-working time. The distribution of literature or other material, whether electronic or in print medium, including handbills, in working areas is prohibited at all times. Solicitation and distribution by non-employees on our premises are prohibited at all times.

Examples of solicitation and distribution of non-County Heat Treat material include the following: requesting funds or signatures; conducting membership drives; posting notices, distributing literature or gifts; and offering to sell or to purchase merchandise or services (except by representatives of suppliers properly identified). Non-working time includes an employee's authorized meal or rest periods or other time when the employee is not required to be working

County Heat Treat may authorize from time-to-time a limited number of fund drives by employees on behalf of charitable organizations or for employees' gifts.

PERSONNEL RECORDS

Individual personnel files are maintained for every employee. Upon written request to the Executive Administrator, you may review your personnel file within five business days of your request and in the presence of the Executive Administrator. If you do not agree with an item in your file, you may ask that it be removed or request to insert a written response to the document. Additionally, you may request copies of documents in your file.

CHANGES IN PERSONAL STATUS

For income tax reporting, group insurance and other benefits, it is necessary that you maintain accurate information about yourself and your family. Please notify Human Resources, in writing, upon any change in your personal status including:

- A) Home address
- B) Home telephone number
- C) Emergency name and number
- D) Marital status (marriage, divorce, legal separation)
- E) Employability status (e.g., work authorization, visa, citizenship)
- F) Tax information - i.e. exemptions
- G) Errors in birth date or social security information

CLASSIFICATIONS OF EMPLOYMENT

In accordance with the Fair Labor Standards Act (FLSA) and state wage and hour laws, County Heat Treat divides its employees into exempt and non-exempt categories as follows:

- A) Exempt Employees. The FLSA provides an exemption from minimum wage and/or overtime pay for employees who pass both the current salary basis test and duties test as outlined by the Department of Labor.
- B) Non-Exempt Employees. Non-exempt employees are paid either on a salary or hourly basis and are those persons working in all other capacities. Non-exempt employees are entitled to minimum wage and overtime compensation for actual hours worked over 40 hours of work per week. It is also County Heat Treat's current practice to pay overtime for hours actually worked on Saturdays and Sundays. Applicable shift differentials apply to nonexempt employees only.

County Heat Treat further divides its employees into broad classifications for purposes of employee benefits as follows:

- A) Regular Full-time. A regular full-time employee of County Heat Treat is regularly scheduled to work a minimum of 35 hours per week. Regular full-time employees are eligible to participate in all County Heat Treat employee benefit programs upon completing a waiting period unless specifically stated otherwise or required by law.
- B) Regular Part-time. A regular part-time employee is regularly scheduled to work less than 35 hours per week. Depending upon the regular part-time employee's normal hours of work per week, a regular part-time employee will be eligible to participate in some of County Heat Treat's benefit programs upon completing a waiting period as specifically provided for below.
- C) Part-time. Any employee who works less than 30 hours per week on a consistent, scheduled basis and is not eligible for benefits, unless otherwise stated.
- D) Temporary, Casual or Seasonal. Temporary, casual or seasonal employees are hired to perform special assignments or for limited periods of up to 180 days. Such employees are ineligible for benefits, unless otherwise stated or required by law. During their assignments, temporary, casual or seasonal employees may be regularly scheduled to work any minimum of hours per week.

LOCATION, WORKWEEK, AND HOURS OF WORK

United County Industries Corporation d/b/a County Heat Treat
32 Howe Avenue, Millbury, MA 01527

County Heat Treat's regular office work day is from 7:00 a.m. to 3:30 p.m., Monday through Friday. The regular shop hours, Monday through Friday, are as follows:

1st Shift: 7:00 a.m. to 3:30 p.m.
2nd Shift: 3:00 p.m. to 11:00 p.m.
3rd Shift: 11:00 p.m. to 7:00 p.m.

The regular work hours of individual employees may vary within our normal hours and may be subject to change from time to time to ensure proper coverage for our customers. Please see your Supervisor/Manager for your accurate work schedule.

Meal Break

Employees who are scheduled to work more than six (6) consecutive hours are entitled to take one thirty (30) minute unpaid meal break. Employees are free to leave the premises during this break period but on-premises break facilities are available as a convenience to have a cup of coffee, cold drink, eat a meal, or just relax. Employees are not to skip a meal break without the express prior permission of a Supervisor/Foreman and must complete a waiver form. In the event that an employee is permitted to waive a meal break to perform work, he/she will be paid for the time worked.

Your Supervisor will schedule your meal break period. Each non-exempt employee who works on First Shift must take lunch from noon-12:30 (unless otherwise scheduled by your Supervisor/Foreman) and must clock in and out before and after a lunch period. Non-Exempt Employees working on Second and Third shifts will be paid for the meal break if they choose not to leave Company premises during the break. (A non-exempt employee

working on Second or Third shift who does leave Company premises during the meal break must clock in/out and will not be paid for the meal break.)

Rest Breaks

Fifteen-minute paid rest breaks may be permitted at the discretion of your Supervisor/Foreman. Work demands may occasionally prevent an employee from taking a scheduled rest break, but there will be no additional compensation or time off as a result of the loss of a scheduled rest break. Employees must not **clock** in or out before or after a rest break and may not leave Company premises during any rest break period.

Your prompt return after all breaks and meal periods is an important part of your attendance record.

Please see your Supervisor/Manager regarding your specific meal and break schedule. If any situation arises where you cannot meet your assigned time, notify him/her so arrangements can be made to keep all positions covered.

Wash Breaks

Employees working on the production floor will be are permitted to utilize the last 10 minutes of a scheduled shift as wash-up time. In view of the nature of our work, 10 minutes is deemed a reasonable wash-up time; additional grooming time is deemed personal non-working time and will not be paid.

PAYDAY, TIMECLOCK, AND YOUR PAYCHECK

“Payday” is an important day for all of us. All employees are paid on a weekly basis. Our weekly pay schedule covers one-week periods of work where each week begins on Sunday at 12:00 AM and ends the following Saturday at 11:59 PM.

Pay is distributed on Wednesday for the weekly pay period which closed the previous Saturday. If Wednesday is a holiday, the pay will be distributed the preceding Tuesday. If you are not at work on payday, see your Supervisor/Manager to receive your direct deposit notice or payroll check.

Employees may be paid via their preference of payroll check or by direct deposit to a participating bank or credit union. You may change your account(s) for your automatic payroll deposit at any time. You may also change your pay preference of payroll check or direct deposit at any time. Change requests received by Payroll on or before the Friday closing a weekly pay period will be honored in that pay period.

To record hours worked, non-exempt employees are required to clock in and out on County Heat Treat timeclock on a daily basis over the week pay period.

Production Employees: You must clock in at the timeclock when you begin, and you must clock out when you end work. You must be in full uniform and Personal Protective Equipment (P.P.E.) as soon as you clock in for the start of your shift. You must not clock in before the start of your scheduled shift or more than five minutes before you actually begin work. Clocking in five (5) minutes beyond your scheduled start time will be considered late. Your Supervisor/Foreman will approve your time card on a weekly basis including overtime, call-in or authorization to work before or after the start or beyond the end of your normally scheduled shift.

Non-exempt employees must also clock in and out when leaving and returning from unpaid meal breaks, or for any other authorized leave during their working hours. Explanation for all absences must be written on Absenteeism Form for the day and when appropriate, accompanied by corresponding documentation. Forms must be submitted as soon as possible and no later than 8:00 AM Monday.

If you have an error clocking in/out on the timeclock, see your Supervisor immediately to make the correction.

Federal and state income taxes, among other withholdings, are deducted from your weekly wages as required by law. These deductions may change as they are affected by changes in the amount you earn, by law, and by the number of dependents you declare. All employees are required to participate in the Federal Insurance Contribution Act known as Social Security. Employees and County Heat Treat share in the contribution to Social Security in such proportions as mandated by law. Other deductions, for various benefit programs, etc. may be made with your authorization.

The direct deposit notice and/or payroll check of non-exempt employees will state the hours of work, overtime hours, rate of pay, and deductions. The direct deposit notice or payroll check of exempt employees will state gross salary and deductions.

OVERTIME FOR NON-EXEMPT EMPLOYEES

Occasionally business conditions exist that require non-exempt employees to work more than forty (40) hours in a week. Whenever feasible, advance notice will be given that overtime will be required. Advanced notice, however, is not always possible. Overtime work is only performed at management's request when it is necessary and must be approved by your Supervisor/Manager.

All overtime payments will be made in the employee's pay, rather than by separate check. Time and one-half is paid to the non-exempt employee after a minimum of eight (8) hours actually worked in a regular workday or forty (40) hours in a week. Any period of paid leave does not count as hours worked for overtime purposes.

CALL BACK (SPOT CHECK) PAY

A non-exempt employee may be called in to "spot check" the furnace or other short tasks. In such cases, the employee will be paid for a minimum of four (4) hours pay. Hours actually worked in excess of 8 in a day or 40 in a week will be paid at overtime rates.

REPORTING PAY

Non-exempt employees scheduled to work for four (4) or more hours who report to work but are released from duty before completing four (4) hours work (for lack of work) will be paid at least minimum wage for the remaining hours not worked to equal three hours. Reporting pay, other than for hours actually worked, is not considered as actual hours worked in calculating overtime.

SALARY BASIS POLICY

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional, and outside sales employees. It also exempts certain computer employees among various other types of work. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at a rate of not less than \$455 per week.

COUNTY HEAT TREAT'S POLICY

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all County Heat Treat Managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that County Heat Treat does not allow deductions that violate the FLSA.

WHAT TO DO IF AN IMPROPER DEDUCTION OCCURS

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your Supervisor/Foreman.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

ATTENDANCE AND PROMPTNESS

Because timely performance of our work is necessary to be successful, we consider employee punctuality and attendance very important. We expect each of our employees to report to work on time and continue to work until the end of his/her workday.

Furthermore, workloads are subject to change on a daily basis. All employees may be required to perform work outside of their established work schedules in order to fulfill responsibilities, complete assigned work and/or meet the demands of the business. If employees have any questions regarding their particular work schedule, they should inquire with their Supervisor/foreman.

We do recognize that from time-to-time personal issues and illnesses may arise which interfere with your ability to come to work or complete a work day. In either case, you must speak to your Supervisor/Foreman at least one (1) hour before the start of your shift or as early as practicable of your absence. Texting and email is not acceptable. If your Supervisor/Foreman is unavailable, speak with the Plant Manager or General Manager. If you arrive to work late, report immediately to your Supervisor/Foreman upon arrival unless your Supervisor/Foreman specifically states otherwise.

Main Telephone Numbers:

Tel: (508) 865-5885, Fax: 508-865-4033

Requests for all leaves of absence (e.g. vacation, sick, personal, jury duty, etc.) must be approved by your Supervisor/Foreman. Unless you are on an approved leave of absence (i.e., written confirmation of your leave of absence from management), it is your responsibility to call in each and every day you are absent or tardy. With regard to an illness or injury, Company policy requires that if you are absent for three (3) consecutive days, you must submit a doctor's note; the Company reserves the right to require a doctor's note for shorter periods of absence in its discretion.

An employee who is on unapproved leave for three (3) or more consecutive business days will be considered to have voluntarily abandoned his/her position with County Heat Treat.

FACILITY CLOSURE AND INCLEMENT WEATHER

County Heat Treat is a 24-hour/day operation and will normally remain open regardless of most weather conditions, so employees should plan to be at work accordingly. In cases of severe inclement weather or other peril, a determination to close the facility will be made as soon as practicable by the President, Vice President, or General Manager. The Company will post this notice on its call answering system immediately following this decision. **Employees are required to call into CHT and check the call answering system before deciding to come into work** during inclement weather or other peril. Once a facility closure is officially called and posted, the following policy applies to all employees except those deemed "essential" to the operation of the facility by the President:

- **Facility is closed > 1 hour prior to your shift:** All non-exempt employees have the choice of using vacation time, earned sick time, or making up time as possible per foreman/supervisor during that same week or be unpaid. Exempt employees will work from home as allowed/able.
- **Facility is closed during your shift:** All non-exempt employees will be paid for the unworked time remaining on that shift to equal 8 hours pay for the day. Exempt employees will work from home as allowed/able.
- **Facility is closed < 1 hour prior to your shift:** All non-exempt employees will be paid for the first 3 hours of the shift and then have the choice of using vacation time, earned sick time, making up time as available per foreman/supervisor during that same week or be unpaid. Exempt employees will work from home as allowed/able.

If there is inclement weather and the facility remains open, then all employees are responsible for coming to work. If an employee personally chooses to not drive/commute to the facility during inclement weather, s/he may use a vacation day to equal the 8 hours the employee is regularly scheduled to work that day. If there are no vacation days available, then the absence will be considered on a case by case basis for approval.

CONFERENCES, CONVENTIONS, BUSINESS MEETINGS, SEMINARS/TRAINING

Staff members may be granted time off with no loss in pay to attend conferences or educational events that are considered directly beneficial to County Heat Treat. In addition, customary and reasonable expenses incurred in the course of attendance will be reimbursed upon submission of proper documentation. As with any reimbursement for work-related expenditures, these expenses must be approved in advance by your Supervisor. Expenses such as travel, lodging and meals will be reimbursed upon presentation of receipts

submitted with an expense report. Employees may be expected to make written reports of meetings or conferences that they attend.

Employees who attend mandatory meetings, lectures or training programs will be compensated at their regular rate of pay. For non-exempt employees, any hours worked in excess of eight (8) per day or forty (40) per week will be paid at the appropriate overtime rate if applicable at the time the overtime work is being performed.

BUSINESS RELATED TRAVEL AND EXPENSES

For our business traveling employees, County Heat Treat pays for reasonable business related expenses which are authorized in advance for air travel, lodging, ground transportation, meals, etc. needed for your trip. Consuming alcoholic beverages is not encouraged nor will the expense be reimbursed.

Employees who use their own vehicles for business purposes will assume financial responsibility for any speeding and/or parking fines incurred during such use. Employees who use their personal vehicle for business purposes must maintain automobile insurance as required by law for bodily injured, property damage and liability at their own expense.

Cash advances and/or credit card may be available to minimize out-of-pocket expenses by an employee. If issued a cash advance, upon completion of each trip, the cash balance must be returned to County Heat Treat with proper credit receipts to document and justify all cash expenditures. Cash expenditures lacking receipts or considered of a personal nature will not be accepted and full restitution to County Heat Treat will be required.

COMPENSATION REVIEW

County Heat Treat is committed to providing employees with competitive compensation commensurate with their positions in the industry and geographic area at large ("market"). To that end, job descriptions have been written for each position which define the responsibilities and articulate the skills, knowledge, and experience required to perform them. Each position is reviewed and evaluated periodically. Individual employees' pay rates are evaluated annually as noted immediately below.

PERFORMANCE REVIEW

Orientation Period = 90 (ninety) calendar days (service anniversary date).

The job performance of all employees will be formally evaluated after the orientation period and, thereafter annually on or near your service anniversary date by your direct Supervisor/Manager in conjunction with the Executive Administrator. Performance evaluations will consider, among other things, your productivity, quality of work, work habits, ability to communicate, job knowledge and skills, attendance and cooperativeness. This review may be written or oral and, if appropriate, you will have an opportunity to comment orally and/or in writing. At the discretion of your Supervisor/Manager, other performance reviews may be scheduled throughout the year.

At the time of a review, your Manager or Supervisor will meet with you to discuss the evaluation. Your performance evaluation may affect your eligibility for advancement opportunities and/or wage increases as all evaluations are based on merit and general contribution by the employee to the overall performance of the Company. Therefore, salary

increases are not automatic. Your performance evaluation also offers an ideal opportunity for you to discuss with your Supervisor or Manager any concerns, ideas, or plans either of you may have. We do, of course, encourage ongoing communication with management at all times during the year.

EMPLOYMENT VERIFICATION, REFERENCES, AND RECOMMENDATIONS

Protecting employee and former employee information is important to us. If a current employee is contacted by an individual outside of County Heat Treat and asked to provide information regarding another employee, active or inactive, the employee must refer the inquiry to the Executive Administrator.

County Heat Treat may provide written verification of employment information such as dates of employment, positions held, and wages earned. Upon an employee or former employee's signed, written authorization and release, County Heat Treat will release information consistent with the authorization.

About Leaves of Absence

County Heat Treat recognizes there may be times during your employment that you will need to take a leave of absence. The following information is provided strictly as a summary. Some leave laws are quite complex to administer, may require your timely completion of paperwork, and may impact your pay, benefits, etc., while you are on an approved leave. Particularly in those instances and in general, you are encouraged, before going out on a leave, to schedule an appointment with your Supervisor/Foreman and the Executive Administrator so your questions may be addressed and the appropriate procedures can be reviewed. Please note that employees who fail to return from a leave of absence or fail to report to work without contacting County Heat Treat for three (3) consecutive days may be considered to have voluntarily resigned from their position.

VACATION LEAVE

Eligibility: Regular Full-Time Employees
Regular Part-Time Employees

Orientation Period: 90 (ninety) days from date of employment

We believe that vacation leave provides employees the opportunity to rest, relax, and pursue personal interests. Accordingly, we view vacations as part of your regular compensation and benefits. We offer the following paid vacation leave based on service calculated from the employee's hire date:

From the date you are hired, there will be a 90 calendar day orientation period before vacation accrual can start. This will be the eligibility date. After the first three (3) months (90 days) of continuous employment, which is the orientation period, an employee is eligible to earn paid vacation time – one (1) days of vacation per month of employment through December 31st to a maximum of five (5) days in the first calendar year of employment.

Following the orientation period, as of the first January 1st of employment with the Company, vacation will be granted as follows:

Years 1 & 2	5 days per year
Years 3 through 5	10 days per year
Years 6+	15 days per year

Example 1: Hired September 15, 2015 - 90 days orientation ends December 14, 2015. (No days accrued for 2010). The first January 1st is 1/1/2016. Eligible for one (1) day per month up to five (5) days total for that year.

Example 2: Hired November 15, 2015 – 90 days orientation ends February 12, 2016. (No days accrued for 2015). Eligible for one (1) day per month up to 5 days total for that year. The first January 1st is 1/1/2017.

Vacation may be used once it has been accrued or granted, as the case may be. The Company does not generally "advance" employees vacation leave.

Vacation leave is expected to be used in the calendar year in which it is accrued or granted. However, a portion of unused vacation may be carried over into the succeeding calendar year. The maximum vacation leave eligible to be carried over from one calendar year to the next is ten (10) days or the prorated equivalent for Regular Part-Time employees. **Unused vacation time in excess of ten (10) days will be forfeited at 11:59 PM on December 31st.** An

exception to this rule may be made, in the Company's sole discretion, in the event an employee is unable to take a planned vacation because of the Company's business needs.

All vacation periods must be approved by your Supervisor/Foreman. You should submit vacation requests to your Supervisor/Foreman at least four (4) weeks prior to your planned vacation; your Supervisor/Foreman will submit the request to the Main Office. All vacation scheduling is subject to the Company's business needs and discretion.

Up to two weeks of vacation time may be taken consecutively. However, an employee taking a 2-week vacation may not take additional vacation at any time that is within four (4) weeks of the beginning or end of that 2-week vacation period. Exceptions to this policy may be granted in the sole discretion of the President.

If a scheduled holiday falls during the vacation leave period, the day is not charged against the employee's vacation leave accrual.

Vacation leave pay is calculated at the employee's hourly rate in effect during the vacation leave period.

Whenever applicable and allowable by law, vacation leave runs concurrent with other leaves of absence (e.g. maternity or medical leave) and begins on the first workday missed. As such, County Heat Treat reserves the right to request appropriate certification establishing the absence to warrant a request for vacation leave upon less than four (4) weeks' notice.

When an employee leaves the Company, s/he will receive all unused vacation leave.

HOLIDAY LEAVE

Eligibility: Regular Full-Time Employees
Regular Part-Time Employees
Part-Time Employees –applies when holiday falls on regularly scheduled workday.

Orientation Period: None

We provide employees paid leave for six (6) scheduled holidays and two (2) floating holidays. Though the actual holiday schedule may vary year-to-year, County Heat Treat generally observes the following paid holidays during an annual calendar:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- (2) Floating Holidays (date determined by the Company)

When an observed holiday falls on a Saturday, the holiday is usually observed on the preceding Friday. When an observed holiday falls on a Sunday, the holiday is usually observed on the following Monday.

Holiday leave pay is calculated at the employee's hourly rate in effect during the holiday leave period.

The Company's holiday schedule will be subject to review at the beginning of each calendar year, and the current year's holiday schedule will be published. The Company reserves the right to vary or change the number of paid holidays it sets for each year. Please refer to the Company bulletin board for an updated list.

If you are a part-time, non-exempt employee, you will be eligible to receive holiday pay only if the holiday falls on a day on which you would normally be scheduled to work, and you will be paid only for the number of hours that you would normally be scheduled to work on that day.

A non-exempt employee requested by the Company to work on a scheduled holiday will receive their regular holiday pay and time and one-half wages for all hours actually worked that day.

Non-exempt employees must be on active work status (vs. paid or unpaid leave of absence; exception is vacation leave) their regular work day prior and their regular work day following a holiday to receive paid holiday leave. For example, if the holiday falls on a Monday, a full-time non-exempt employee must work on Friday of the preceding week and on Tuesday of the holiday week to receive payment for the holiday. An exception to this rule may be granted only if you provide your Supervisor/Foreman with a doctor's note certifying that an illness or injury prevented you from working on such day or days.

If a designated holiday falls on an employee's approved vacation leave, the day will be designated as a holiday and the employee's vacation leave will not be used.

Holiday leave does not accrue.

MEDICAL LEAVE

Eligibility: Regular Full-Time Employees
Regular Part-Time Employees

Orientation Period: 90 (ninety) days from date of employment

Eligible employees may take up to a maximum of (8) eight workweeks of unpaid medical leave. Employees may be required to use available paid leave such as vacation leave for all or part of a medical leave. Disability benefits may be available as approved by County Heat Treat's insurance carrier.

County Heat Treat will maintain group insurance coverage(s) for an employee on medical leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The employee will make arrangements with County Heat Treat to pay his or her share of health insurance premiums while on a medical leave.

You are required to give County Heat Treat four (4) weeks' notice, or as soon as possible, of your intent to take medical leave via submitting a written Leave of Absence Request Form to the Executive Administrator. You must also give notice of your intent to return after the expiration of your leave. In cases where other leaves of absence also apply, the medical leave runs concurrently and we reserve the right to request appropriate permitted certification establishing the absence.

Prior to returning from absences of three (3) or more consecutive days due to illness or injury you are required to submit a physician's certification. You are also required when

requesting medical leave for greater than a one (1) week period to submit a physician's certification at the time you are requesting the leave or as soon as practicable. The physician's certification must state: (1) medical confirmation necessitating your absence; (2) whether and how much time off was/will be needed; (3) the physician's permission for you to resume your work duties effective on a specified date (if and when you are returning to work); and (4) the nature and duration of any job duty restrictions you may need upon returning to work. The employee may be required to provide medical re-certification periodically during such leave.

A medical examination may also be required before resumption of employment after a medical leave of absence, following a period of illness or after an industrial accident. The purpose of the examination is to determine if the employee is able, or may require accommodation, to perform the essential functions of the job for which he/she is being considered. It is also to assure that the employee does not endanger the health or safety of himself or herself or others.

The Company maintains a commitment not to discriminate on the basis of disability and will provide reasonable accommodation for the known physical or mental limitations of employees with disabilities to enable them to perform essential job functions and enjoy equal benefits of employment, unless such accommodation would impose an undue hardship on the Company.

During a medical leave of any duration, the employee must contact his/her Supervisor/Foreman or the Executive Administrator once each week.

County Heat Treat does not guarantee the employee's return to work at the end of medical leave but will make an effort to return the employee to the same or similar position. Consideration will be given for extended leave, as a form of reasonable accommodation.

If the medical leave is due to a work-related injury/illness or short-term disability, the necessary papers will need to be filed with the appropriate insurance Company as soon as possible. An employee who requires a medical leave for a work-related injury/illness will not be required to make his/her usual contribution to health insurance for the period of leave that is approved by the Company's Workers' Compensation carrier, up to maximum of eight (8) weeks. If the Company's Workers' Compensation carrier approves the employee for benefits lasting more than eight (8) weeks, the following shall apply: (a) the Company shall consider approving further leave, as a form of reasonable accommodation, on a case-by-case basis; and (b) if further leave is approved, the employee will be required to again begin paying his/her share of health insurance premiums (as outlined above) for the duration of the further leave period.

MA EARNED "SICK TIME"

All Employees (Full and Part-time) of County Heat Treat will receive 40 hours of paid "sick time" at the beginning of each calendar year. New hires will receive 40 hours on their official date of hire and are legally entitled to use this "sick time" 90 days after that same date of hire.

The "calendar year" for this program is from January 1 to December 31. Employees are permitted but limited to using no more than 40 hours of earned "sick time" in each calendar year. Any unused earned "sick time" will be credited and paid out to the employee in the form of a benefit disbursement at the employee's current regular pay rate during a subsequent but timely payroll following the start of the new "calendar year". The smallest amount of sick time an employee can take is one (1) hour. For uses beyond one hour,

employees may use earned sick time in .25 increments (15 minutes). However, if an employee's absence from work at a designated time requires the employer to hire a replacement and the employer does so, the employer may require the employee using sick time to take up to a full shift of earned sick time. Employees may use earned "sick time" as needed for events defined below. Employees will fill out the employee-absenteeism form and have the supervisor un/approve and sign. Employees must make a good-faith effort to give us prior notice of the use of this time. The 3-day "Doctor-note" rule applies to this policy also. Earned time will not be paid out upon voluntary or involuntary termination of employment.

Employees can use the earned "sick time" for any of the following:

- To care for the medical needs of a child, spouse, parent or parent of spouse.
- To care for the employees own medical needs.
- To care for the routine medical needs of the employee or a child, spouse, parent or parent of spouse.
- To care for the employees legal or medical needs related to "domestic violence".

MATERNITY/PATERNITY

Eligibility: Regular Full-Time Employees
Regular Part-Time Employees

Orientation Period: 90 (ninety) days from date of employment

Eligible employees may take up to a maximum of eight (8) workweeks of job-protected unpaid leave for the purpose of giving birth or adopting a child under 18 years of age, or the adoption of a person under 23 years old who is mentally or physically disabled. Employees may elect to use paid leave such as vacation leave for all or part of a maternity/paternity leave. Disability benefits may be available as approved by County Heat Treat's insurance carrier.

County Heat Treat will maintain group health insurance coverage for an employee on maternity/paternity leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The employee will make arrangements with County Heat Treat to pay his or her share of health insurance premiums while on leave

You are required to give County Heat Treat two (2) weeks' notice of your intent to take maternity/paternity leave and you must give notice of your intent to return after the expiration of your leave. In cases where other leaves of absence also apply, the maternity/paternity leave runs concurrently and we reserve the right to request appropriate permitted certification establishing the absence.

JURY DUTY LEAVE

Eligibility: All Employees

Orientation Period: None

County Heat Treat is pleased to support the civic responsibility of our employees. If you receive a Jury Duty or Court Service Summons, please discuss it with your immediate Supervisor. If your attendance is required, you will be granted leave for the period required to be on jury duty. During those days or hours when an employee's presence as a juror is not required, the employee is expected to report to work. You must present evidence to your Supervisor/Foreman for your jury service.

While serving on jury duty, County Heat Treat will pay your regular compensation for the first three (3) days of your jury service. Part-time employees will receive paid jury duty leave only when their duty falls on a day they normally work. If your jury duty extends beyond three (3) days, the law requires the State to pay you for your jury service at a standard rate of pay. To be eligible for County Heat Treat jury duty pay, you must report to work if you are not scheduled for duty or selected to a panel; you must also provide your Supervisor/Foreman with your original jury summons and pay vouchers (if any). Employees may elect to use paid leave such as vacation to cover any period of County Heat Treat uncompensated jury duty leave.

County Heat Treat will maintain group health insurance coverage for an employee on jury duty leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The employee will make arrangements with County Heat Treat to pay his or her share of health insurance premiums while on County Heat Treat uncompensated jury duty leave.

When you are released by the Court from participating, you are expected to return to work and required to bring your Court issued attendance record. Please provide your Supervisor/Manager as many days of notice in advance of the leave if the need is foreseeable or as soon as practicable in all other cases.

BEREAVEMENT/MEMORIAL LEAVE

Eligibility: Regular Full-Time Employees
Regular Part-Time Employees

Orientation Period: None

In the unfortunate event of a death in your immediate family, eligible employees may take up to three (3) days paid leave to grieve and/or attend memorial events. An immediate family member is an employee's grandparent, parent, spouse or significant other, sibling, child, grandchild, or corresponding step or in-law.

An employee may take all or part of one day paid bereavement leave to attend a funeral for other relatives and personal friends who are not immediate family members.

Please provide your Supervisor/Foreman as much notice as is practicable. This benefit does not accrue and the leave may not be taken at a time other than to grieve and/or attend memorial events. Regular part-time employees will receive paid bereavement leave only when they would otherwise be scheduled to work. Appropriate documentation may be requested by County Heat Treat to support the need for leave.

MILITARY LEAVE

Eligibility: Regular Full-Time Employees
Regular Part-Time Employees

Orientation Period: None

Employees who are required to serve a period of time in a reserve component of the U.S. Armed Forces are allowed an unpaid leave of absence. All employees, regardless of length of service are entitled to reserve duty leave. There will be no loss of seniority-based benefits during military leave.

Continuation of coverage under the Company's health care plan during military leave depends on the length of the leave. For leaves of absence less than 31 days in duration the Company will continue to pay its share of the health care premium contribution, and the employee will be responsible for his/her own share. For leaves of absence greater than 31 days in duration, the Company will continue to pay its share of the health care premium contribution, and the employee will be responsible for his/her own share. For leaves of absence greater than 31 days, a covered employee may elect to continue health plan coverage at his/her own expense for a period of up to 18 months.

An employee requesting military leave must complete a written leave request as soon as the need for leave becomes known. A copy of the orders to go to the reserves must accompany the written leave request.

PERSONAL LEAVE OF ABSENCE

Eligibility: Regular Full-Time Employees
Regular Part-Time Employees

Orientation Period: 90 (ninety) days from date of employment

You may request an unpaid leave of absence for a variety of reasons. Requests will be reviewed on a case-by-case basis. Since the needs of the organization continue during any period of leave, there can be no guarantee that your present position, nor any other position for which you are qualified, will be available at the end of your leave. Available paid leave balances are required to be exhausted before unpaid leave will be considered. You will not be eligible for group benefits while on an unpaid leaves of more than 30 calendar days unless otherwise required by law or the Summary Plan Description.

TUITION REIMBURSEMENT BENEFIT

The Company will reimburse qualifying employees for most work-related courses (and courses required for a work-related degree.) Eligibility is at the discretion of your supervisor and company management. Reimbursement is dependent on the grade received. We reimburse 100% for an A or B, 75% for a C, and 50% for a D. No reimbursement is allowed for an F. Books required for a course are also eligible to be reimbursed based on the same schedule. We will reimburse 50% of tuition, fees, and books upon presentation of proof of payment. The balance is withheld pending submission of the grade report. Reimbursement for other educational training (seminars, webinars, certificate programs) is given upon proof of attendance. To access this benefit, complete a "Request for Tuition Reimbursement" form from the CHT website for management approval.

PRESCRIPTION SAFETY GLASSES REIMBURSEMENT BENEFIT

Employees requiring prescription eyewear who perform factory duties qualify for an annual \$50 reimbursement on prescription eyeglasses. A receipt for proof of purchase submitted to the Main Office is required.

About Fringe Benefits

County Heat Treat provides you a comprehensive benefits program. Many of the benefits offered are voluntary.

The following is a brief summary of the benefits that are presently available. For a more complete description of these benefits, refer to the appropriate Summary Plan Description. All benefits are subject to the terms of the respective plan and legal requirements. **Moreover, County Heat Treat has the right at any time to modify or change these benefits plans or their terms.** Be sure to read plan material carefully to understand your medical, dental, life insurance and other choices in order to make your enrollment selections. The highlights of benefits contained in this Manual are not intended to take the place of the more detailed benefit plan descriptions. Descriptions in the plan documents will supersede the information in this Manual in the event the information presented is in conflict.

During open enrollment each year, you have a chance to review your benefits and make changes in your coverage. Be sure to submit any enrollment changes by the specified deadline to ensure that you get the coverage you want for the next year. Your election will remain in effect for the respective plan's "plan year." Once you have enrolled, you may not change coverage unless you have a change in family status, as defined by the IRS. Changes that typically qualify include:

- Marriage, divorce, birth, adoption, or death of a spouse or child
- Change in eligibility status for a covered dependent
- Your spouse starts or stops working
- Change from full-time to part-time (or vice versa) work status for you or your spouse that creates a change in your eligibility for the benefit
- You or your spouse take an unpaid leave of absence of 30 or more days
- Decrease in your spouse's coverage due to an employment change
- You move in or out of a plan's service area (such as with an HMO)

If you have a change in family status, you must notify the Executive Administrator within 30 days of the status change or wait until the next open enrollment period. Any change you make must be consistent with your change in status. For example, if you get married, you may add your spouse as a dependent to your medical plan, but you may not change from one medical plan to another. If you have any questions, please contact the Executive Administrator.

Affordable Care Act Policy

The state of Massachusetts passed the health care reform law in April 2006. In addition, the federal government passed the Affordable Care Act in 2010. It is the policy of County Heat Treat to inform employees about how this law affects both individuals and employers.

Individual Mandate:

Both laws require all Massachusetts residents, age 18 or older, to have health insurance - referred to as the *individual mandate*. Individuals will be asked to verify health insurance coverage as a part of completing their state and federal income tax returns. Penalties for noncompliance are through the state and federal income tax system.

Please refer to the Company's benefits policies for details on group health insurance plans and eligibility requirements.

Exceptions to the individual mandate:

- **Affordability:** An individual may request a waiver from the individual mandate if he or she is unable to afford health insurance or if the individual does not have access to insurance that provides minimum value. Under the Affordable Care Act, health insurance is not affordable if the employee's cost for self-only insurance exceeds 9.5% of the employee's modified adjusted gross income. The waiver process begins with information submitted as part of the individual's income tax return. Additional information, including specific affordability criteria and possible premium subsidies for health plans obtained through the Massachusetts Health Connector, can be obtained from the Massachusetts Health Connector (the Connector) by calling toll-free: 1- 877-623-6765, or by visiting them online at: www.mahealthconnector.org.
- **Religion:** An individual may also request a waiver by filing a sworn affidavit with his or her income tax return stating that he or she did not have health insurance during prior tax year because of sincerely held religious beliefs.

The Connector makes decisions on waiver requests. If a request is denied, there is an appeals process as well.

Section 125 Pre-Tax Premium Plan: Deductions for group health insurance plans can be withheld on a pre-tax basis through enrollment in County Heat Treat's Section 125 plan. This results in significant savings since the employee will not pay Social Security or state and federal income taxes on the health insurance premium contribution. Employees waiving participation in employer-sponsored insurance will be asked to sign a waiver. Employees should keep a copy of this form on file if seeking an exemption from the individual mandate.

The insurer will provide covered employees with a 1099-HC form during January of each year to prove that the employee carried insurance for the previous calendar year that satisfied state requirements.

MEDICAL INSURANCE

Eligibility: Regular Full-Time Employees
Regular Part-Time Employees

Orientation Period: 90 (ninety) days from date of employment

We offer eligible employees, their spouses and their dependents the opportunity to voluntarily enroll in a comprehensive medical insurance program. The monthly premium associated with the plan is partially paid by County Heat Treat and the employee. Employees pay their portion of any premium with pre-tax dollars deducted through payroll. Details of the coverage are as described by the carrier in the plan's Summary Plan Description. If you have questions about coverage, please contact the Executive Administrator.

DENTAL INSURANCE

Eligibility: Regular Full-Time Employees
Regular Part-Time Employees

Orientation Period: 90 (ninety) days from date of employment

We offer eligible employees, their spouses and their dependents the opportunity to voluntarily enroll in a comprehensive dental insurance program. The monthly premium associated with the plan is shared by County Heat Treat and the employee. Employees pay their portion of any premium with pre-tax dollars deducted through payroll. Details of the coverage are as described by the carrier in the plan's summary plan description. If you have questions about coverage, please contact the Executive Administrator.

COBRA

Eligibility: Employees, Spouses and Dependents Covered Under Health Insurance

Orientation Period: None

If you participate in our health plan, you and your covered spouse and dependent(s) may have the right to continue group coverage when any of the following qualifying events occur:

- a. Death of the covered employee.
- b. Termination of employment or reduced hours of the covered employee that would cause loss of coverage.
- c. Divorce or legal separation of the covered employee's spouse.
- d. Covered employee (or spouse/dependents) becomes eligible for Medicare.
- e. Dependent child reaches maximum age allowed under your group plan.

To continue coverage, you or your covered spouse or dependent(s) must elect such coverage and pay up to 102% of the cost of the health plan premiums, and 150% for a disability extension with an additional 11 months. The period of continuation is 18 months for termination of employment or reduced hours, 29 months for disabled individuals who qualify for social security benefits, or 36 months for all other reasons.

Details of COBRA can be found in the Initial COBRA notice you have received after enrolling in County Heat Treat's plan as well as the COBRA election notice issued at the time of a

qualifying COBRA event. If you have questions about coverage, please contact the Executive Administrator.

GROUP TERM LIFE

Eligibility: Regular Full-Time Employees
Regular Part-Time Employees

Orientation Period: First 12 months of continuous employment from date of hire

Benefit: \$15,000 policy

County Heat Treat provides you with a basic life insurance policy at no cost to you through the age of 65. If you continue to work beyond age 65, you may receive a reduced benefit.

New employees must fill out an application for this insurance benefit and designate their beneficiary. The employee's beneficiary may be changed at any time by formally notifying the Executive Administrator. On the effective date of your insurance, you will be provided with a certificate further describing the benefits and indicating the amount of coverage you have under the plan. The certificate/policy supersedes this manual.

The current life insurance policy may be converted to an individual policy should you choose to leave your employment with County Heat Treat. Please see the Executive Administrator at the time of your separation from employment if you want more information about converting the policy to an individual policy.

SHORT TERM DISABILITY

Eligibility: Regular Full-Time Employees
Regular Part-Time Employees

Orientation Period: First 12 months of continuous employment from date of hire

Benefit: 60% of base weekly earnings, to a maximum weekly benefit of \$500.00

County Heat Treat provides you with short term disability insurance at no cost to you. Premiums paid may be treated as a taxable benefit to employees. In the event of a covered total disability, employees will receive a weekly benefit for a period of up to 26 weeks. The elimination period for this plan is one (1) day if the disability is due to injury or eight (8) days if the disability is due to sickness.

There are a number of qualifications and definitions related to Short Term Disability coverage. The employee's certificate of insurance provides more details and benefits will be governed by the terms of the group insurance contract issued to County Heat Treat.

Income received under Short Term Disability may be taxable to the employee.

401(K) SAVINGS & RETIREMENT PLAN

Eligibility: Regular Full-time Employees Aged 21 and Older
Regular Part-time Employees Aged 21 and Older

Enter on date of hire or 1st (first) Monday of the month

Waiting Period: one (1) year from date of hire to receive company match

We offer eligible employees the opportunity to voluntarily enroll in a retirement savings plan. Participants may elect to defer a percentage of their compensation on a pre-tax basis to their Plan accounts. County Heat Treat may provide a matching contribution on your deferrals at their discretion. You pay no taxes on contributions when they are put into your salary reduction accounts. A Participant's interest in Elective Deferrals and Vesting is 6-year graded for profit sharing and match, full and immediate for employee elective deferrals.

For further information, please refer to the Summary Plan Description, which is available upon request. Details of the plan are as described in the plan's Summary Plan Description. If you have questions about the plan, please contact the Plan Administrator or Executive Administrator.

WORKERS' COMPENSATION

Eligibility: All Employees

Orientation Period: None

Workers' compensation insurance is provided by County Heat Treat for all employees in accordance with state laws for any injury or illness arising out of and in the course of employment. This program covers injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Any employee who sustains a work-related injury or illness must immediately inform their Supervisor. No matter how minor an on-the-job injury may appear, it is imperative that it be reported immediately. This will enable eligible employees to qualify for coverage as quickly as possible and County Heat Treat to report injuries as required by state law in a timely fashion.

Light Duty Return To Work

County Heat Treat is committed to making reasonable accommodations to enable employees who experience job related injuries or illnesses to return to work as quickly as possible. You are required to remain in contact with your Manager/Supervisor regarding your ability to return to work.

Employee Benefits Manual Acknowledgement Form

I have received this day a copy of United County Industries Corporation d/b/a County Heat Treat's Employee Benefits Manual. I understand that it is my responsibility to read and comply with the policies contained in the Manual and any revisions made to it.

The Manual describes important information about County Heat Treat and I understand that I should consult my immediate Supervisor/Foreman or Executive Administrator if I have any questions regarding the content or interpretation of these guidelines.

I have entered into my employment relationship with County Heat Treat voluntarily and acknowledge that there is no specified length of employment. Accordingly, either County Heat Treat or I can terminate the relationship at will, with or without reason, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Manual may occur. All such changes will be communicated through official notices, and I understand that revised information will supersede, modify, or eliminate existing policies. Only the President of County Heat Treat has the ability to adopt any revisions to the policies in the manual or to make exceptions thereto.

Furthermore, I acknowledge that the manual is not a contract of employment and will not be interpreted as such.

Printed Employee Name

Employee Signature

Date

Witnessed By:

Witness Printed Name

Witness Signature

Date

APPENDIX OF POLICIES

Sexual Harassment

Harassment of Individuals in Protected Classes

Confidentiality

Alcohol & Drug-Free Workplace and Testing

Employee Assistance Program

Electronic Communications/Information Systems

Social Networking/Media

Progressive Disciplinary Policy

Computer Use Policy

UNITED COUNTY INDUSTRIES CORPORATION D/B/A COUNTY HEAT TREAT

Sexual Harassment Policy

I. POLICY

A. Introduction. United County Industries Corporation d/b/a County Heat Treat (the "Company") depends upon a work environment of tolerance and respect for the achievement of its goals. The Company is committed to providing a work environment that is free of sexual harassment. The Company recognizes the right of all individuals to be treated with respect and dignity.

Sexual harassment is a form of behavior that adversely affects the employment relationship. State and Federal law prohibit such behavior. Sexual harassment of individuals occurring in the workplace or in other settings in which individuals of the Company may find themselves in connection with their employment is unlawful and will not be tolerated by the Company. The Company also condemns and prohibits sexual or other harassment of any applicant, client, vendor or visitor.

Because the Company takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment, and where it is determined that inappropriate conduct has occurred, we will act promptly to address the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

B. The Rule. It is against the policy of the Company for any individual, male or female, to harass another individual sexually, that is, by making unwelcome sexual advances, requests for sexual favors, or other uninvited verbal or physical conduct of a sexual nature when:

- submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or a basis for employment decisions; or
- such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

It is also against the policy of the Company for an individual to engage in any other form of harassment, inappropriate or unprofessional conduct in the workplace.

C. Examples Of Conduct That May Constitute Sexual Harassment. While it is not possible to list all of the circumstances that may constitute sexual harassment, the following are some examples of conduct that may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- verbal abuse, jokes or language of a sexual nature;
- use of sexually degrading words;

- conversation or gossip with sexual overtones;
- obscene or suggestive gestures or sounds;
- sexually-oriented teasing;
- verbal comments of a sexual nature about an individual's appearance or sexual terms used to describe an individual;
- inquiries into one's sexual experiences or discussion of one's sexual activities;
- comments, jokes or threats directed at a person because of his/her sexual preference;
- unwelcome invitations (for lunch, dinner, drinks, dates, sexual relations);
- demand for sexual favors accompanied by an implied or overt threat concerning an individual's employment status or promises of preferential treatment;
- physical contact such as touching, hugging, kissing, stroking, fondling, patting, pinching or repeated brushing up against one's body;
- deliberate bumping, cornering, grabbing;
- assaults of a sexual nature, molestations or coerced sexual acts;
- posting or distributing sexually suggestive objects, pictures, cartoons or other materials;
- sexually-oriented letters or notes;
- sending or posting offensive or discriminatory messages or materials through the use of electronic communications (e.g., internal and external electronic mail, voicemail, facsimile, and Internet sites, including social media sites) that contain overt sexual language, sexual implications or innuendo, or comments that offensively address someone's sexual orientation;
- sexually suggestive gestures, leering or staring at parts of a person's body; and
- condoning sexual harassment.

Sexual harassment is not limited to prohibited behavior by a male employee toward a female employee. Sexual harassment can occur in a variety of circumstances. Here are some things to remember:

- A man as well as a woman may be the victim of sexual harassment, and a woman as well as a man may be the harasser;

- The harasser does not have to be the victim's supervisor;
- The victim does not have to be of the opposite sex from the harasser; and
- The victim does not have to be the person at whom the unwelcome sexual conduct is directed. The victim may be someone who is affected by the harassing conduct, even when it is directed toward another person, if the conduct creates an intimidating, hostile, or offensive working environment for the victim or unreasonably interferes with the victim's work performance by creating a hostile, humiliating, or sexually offensive work environment.

D. Individual Responsibilities. Each individual of the Company is personally responsible for:

- ensuring that his/her conduct does not sexually harass any other individual with whom he/she comes in contact on the job, such as a subordinate, co-worker, client, visitor, applicant or outside vendor;
- cooperating in any investigation of alleged sexual harassment by providing any information he/she possesses concerning the matter being investigated;
- actively participating in efforts to prevent and eliminate sexual harassment and to maintain a work environment free from such harassment; and
- ensuring that an individual who files a good-faith sexual harassment claim or cooperates in an investigation may do so without fear of retaliation or reprisal.

II. VIOLATION OF POLICY

Any individual violating this policy will be subject to appropriate discipline, up to and including termination.

III. PROCEDURES FOR COMPLAINTS

A. Complaint. The Company has designated a Sexual Harassment Grievance Officer. The current Sexual Harassment Grievance Officers are the Executive Administrator and the President. They can be reached at United County Industries Corporation d/b/a County Heat Treat, 32 Howe Avenue, Millbury, MA 01527 and their telephone number is (508) 865-5885.

If any individual of the Company believes he or she has been subject to sexual harassment, the individual should initiate a complaint by contacting the Sexual Harassment Grievance Officer or the Alternate Sexual Harassment Grievance Officer as soon as possible. The individual should make the complaint promptly following any incident of alleged harassment. The individual should be aware that the longer the period of time between the event giving rise to the complaint and the complaint being made, the more difficult it will be for the Sexual Harassment Grievance Officer or

his/her designee to investigate what occurred. The individual will be asked to write out his or her complaint to document the allegation.

If an employee prefers to discuss a possible sexual harassment problem with his or her Supervisor/Manager, the employee may always do so. Employees do not have to go through the regular chain of supervision when reporting sexual harassment and may, instead, go directly to the Sexual Harassment Grievance Officer or the Alternate Sexual Harassment Grievance Officer.

B. Investigation. Upon receiving the complaint, the sexual harassment grievance officer or the alternate sexual harassment grievance officer will promptly undertake an investigation of the matter. The investigation may include private interviews with the employee making the complaint, with witnesses, and with the person accused of sexual harassment. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances.

C. Decision. When the investigation has been completed, the Company will, to the extent appropriate, inform the person who filed the complaint, as well as the person alleged to have committed the complained-of conduct, of the results of the investigation. If the investigation reveals that sexual harassment did occur, the Company will act promptly to eliminate the offensive conduct.

D. Retaliation. Retaliation against an individual for making a good-faith complaint of sexual harassment, or against any individual for cooperating in an investigation of a sexual harassment complaint, is against the law. The company will not tolerate any such retaliatory conduct. If any employee believes he or she has been subjected to retaliation for having brought a complaint of harassment, or for having participated in an investigation of a complaint of harassment, that employee is encouraged to report the situation as soon as possible to the Sexual Harassment Grievance Officer, the alternate Sexual Harassment Grievance Officer, or his/her Supervisor/Manager.

IV. STATE AND FEDERAL AGENCIES

The Massachusetts Commission Against Discrimination ("MCAD") is responsible for enforcing the state law prohibiting sexual harassment. The MCAD can be reached at Worcester City Hall, 455 Main Street, Room 101, Worcester, MA 01608, (508) 799-8010, or at One Ashburton Place, Room 601, Boston, MA 02108, (617) 994-6000. The U.S. Equal Employment Opportunity Commission ("EEOC") is responsible for enforcing the Federal law prohibiting sexual harassment. The EEOC can be reached at John F. Kennedy Federal Building, Government Center, Room 475, Boston, MA 02203, (617) 565-3200. A complaint to the MCAD must be filed within 300 days. A complaint under the Federal law should be filed within 180 days. Under certain circumstances, a Federal complaint may be filed within 300 days.

V. WORKPLACE CONDUCT

It is important to note that while this policy sets forth the Company's goal of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct which it deems unacceptable, regardless of whether that conduct satisfies the legal definition of sexual harassment.

This *Sexual Harassment Policy* is prepared to provide information and set performance expectations. United County Industries Corporation d/b/a County Heat Treat reserves the right to change, add to, or delete any of the provisions in this *Sexual Harassment Policy* at any time.

UNITED COUNTY INDUSTRIES CORPORATION D/B/A COUNTY HEAT TREAT

**HARASSMENT OF INDIVIDUALS IN PROTECTED CLASSES
POLICY AND PROCEDURES**

I. POLICY

A. Introduction. United County Industries Corporation d/b/a County Heat Treat (the "Company") depends upon a work environment of tolerance and respect for the achievement of its goals. The Company is committed to maintaining a positive and congenial work environment free from harassment. The Company recognizes the right of all individuals to be treated with respect and dignity.

You are encouraged to see your immediate supervisor with suggestions, questions or problems relating to your job or work environment, or you can contact Human Resources. While the Company cannot promise that every problem will be resolved to your satisfaction, the Company values your input, and you should feel free to raise issues of concern.

B. Equal Employment Opportunity. The Company is an equal employment opportunity employer and does not discriminate in hiring or employment on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, gender identity or expression, age, disability, genetic information or military status or any other legally protected classification, as these terms are defined by State and Federal law (collectively, "protected classes"). If you believe you require an accommodation in order to perform the essential functions of your job due to disability, please notify the Executive Administrator.

C. Harassment. Harassment on the basis of a protected class (hereafter referred to as "harassment")¹, is a form of behavior that adversely affects the employment relationship. State and federal law prohibit such behavior. Harassment of individuals occurring in the workplace or in other settings in which individuals of the Company may find themselves in connection with their employment is unlawful and will not be tolerated by the company. The Company also condemns and prohibits harassment of any applicant, client, vendor or visitor.

Because the Company takes allegations of harassment seriously, we will respond promptly to complaints of harassment and, where it is determined that inappropriate conduct has occurred, we will act promptly to address the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

D. The Rule. It is against the policy of the Company for any individual to harass another individual on the basis of a protected class when:

- submission to or rejection of such conduct is made either implicitly or explicitly a term or condition of employment or a basis for employment decisions; or

¹ Sexual harassment is covered by a separate policy.

- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance by creating a hostile, humiliating, or offensive work environment.

It is also against the policy of the Company for an individual to engage in any inappropriate or unprofessional conduct in the workplace.

E. Examples Of Conduct That May Constitute Harassment. While it is not possible to list all of the circumstances that may constitute harassment, depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness, the following is a list of situations that could constitute harassment:

- verbal abuse, comments, jokes, teasing, threats or the use of words that degrade a person because of his/her protected class; obscene or suggestive gestures or sounds intended to relate to a person's protected class;
- posting or distributing letters, notes, objects, pictures, cartoons or other materials that degrade a person because of his/her protected class;
- sending or posting offensive or discriminatory messages or materials related to an individual's Protected Class through the use of electronic communications (e.g., internal and external electronic mail, voicemail, facsimile, and Internet sites, including social media sites); and
- condoning harassment on the basis of a person's protected class.

Harassment can occur in a variety of circumstances. Here are some things to remember:

- The harasser does not have to be the victim's supervisor; and
- The victim does not have to be the person at whom the unwelcome harassment is directed. The victim may be someone who is affected by the harassing conduct, even when it is directed toward another person, if the conduct creates an intimidating, hostile, or offensive working environment for the victim or unreasonably interferes with the victim's work performance by creating a hostile, humiliating, or offensive work environment.

F. Individual responsibilities. Each individual of the Company is personally responsible for:

- ensuring that his/her conduct does not harass any other individual with whom he/she comes in contact on the job, such as a subordinate, co-worker, client, visitor, applicant or outside vendor;
- cooperating in any investigation of alleged harassment by providing any information he/she possesses concerning the matter being investigated;
- actively participating in efforts to prevent and eliminate harassment and to maintain a work environment free from such harassment; and

- ensuring that an employee who files a good-faith harassment claim or cooperates in an investigation may do so without fear of retaliation or reprisal.

II. VIOLATION OF POLICY

Any individual violating this policy will be subject to appropriate discipline, up to and including termination.

III. PROCEDURES FOR COMPLAINTS

A. Complaint. The Company has designated a Harassment Grievance Officer. The current Harassment Grievance Officers are the Executive Administrator, and the President. They can be reached at United County Industries Corporation d/b/a County Heat Treat, 32 Howe Avenue, Millbury, MA 01527. Their telephone number is (508) 865-5885.

If any individual believes he or she has been subject to harassment on the basis of his/her protected class, the individual should initiate a complaint by contacting the Harassment Grievance Officer or the Alternate Harassment Grievance Officer as soon as possible. The individual should make the complaint promptly following any incident of alleged harassment. The individual should be aware that the longer the period of time between the event giving rise to the complaint and the complaint being made, the more difficult it will be for the Harassment Grievance Officer or his/her designee to investigate what occurred. The individual will be asked to write out his or her complaint to document the allegation.

If an employee prefers to discuss a possible harassment problem with his or her Supervisor/Manager, the employee may always do so. Employees do not have to go through the regular chain of supervision when reporting harassment and may, instead, go directly to the Harassment Grievance Officer or the Alternate Harassment Grievance Officer.

B. Investigation. Upon receiving the complaint, the Harassment Grievance Officer or the alternate Harassment Grievance Officer will promptly undertake an investigation of the matter. The investigation may include private interviews with the employee making the complaint, with witnesses, and with the person accused of harassment. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances.

C. Decision. When the investigation is completed, the Company will, to the extent appropriate, inform the person who filed the complaint, as well as the person alleged to have committed the complained-of conduct, of the results of the investigation. If the investigation reveals that harassment did occur, the Company will act promptly to eliminate the offensive conduct.

D. Retaliation. Retaliation against an individual for making a good-faith complaint of harassment, or against any individual for cooperating in an investigation of a harassment complaint, is against the law. The Company will not tolerate any such retaliatory conduct. If any employee believes he or she has been subjected to retaliation for having brought a complaint of harassment, or for having participated in an investigation of a complaint of harassment, that employee is encouraged to

report the situation as soon as possible to the Harassment Grievance Officer, the alternate Harassment Grievance Officer, or his/her Supervisor/Manager.

IV. STATE AND FEDERAL AGENCIES

The Massachusetts Commission Against Discrimination ("MCAD") is responsible for enforcing the state law prohibiting harassment on the basis of protected class. The MCAD can be reached at Worcester City Hall, 455 Main Street, Room 101, Worcester, MA 01608, (508) 799-8010, or at One Ashburton Place, Room 601, Boston, MA 02108, (617) 994-6000. The U.S. Equal Employment Opportunity Commission ("EEOC") is responsible for enforcing the Federal law prohibiting harassment on the basis of protected class. The EEOC can be reached at John F. Kennedy Federal Building, Government Center, Room 475, Boston, MA 02203, (617) 565-3200. A complaint to the MCAD must be filed within 300 days. A complaint under the Federal law should be filed within 180 days, but under certain circumstances, a Federal complaint may be filed within 300 days.

V. WORKPLACE CONDUCT

It is important to note that while this policy sets forth the Company's goal of promoting a workplace that is free of harassment, the policy is not designed or intended to limit its authority to discipline or take remedial action for workplace conduct which it deems unacceptable, regardless of whether that conduct satisfies the legal definition of harassment.

This *Harassment Of Individuals In Protected Classes Policy* is prepared to provide information and set performance expectations. United County Industries Corporation d/b/a County Heat Treat reserves the right to change, add to, or delete any of the provisions in this *Harassment Of Individuals In Protected Classes Policy* at any time.

UNITED COUNTY INDUSTRIES CORPORATION D/B/A COUNTY HEAT TREAT

Confidentiality Policy

Due to the nature of United County Industries Corporation d/b/a County Heat Treat's (County Heat Treat's) business, maintaining the confidentiality of information regarding County Heat Treat's products, operations, plans, activities, customers and suppliers is especially important. Furthermore, in its business, County Heat Treat may have access to confidential records, data and information, or other property belonging to its customers. This Confidentiality Policy is a code of business conduct, and is a reminder of each employee's affirmative obligation to protect County Heat Treat's confidential information and the confidential information or property entrusted to County Heat Treat by customers or others.

Trade secrets and proprietary and confidential information are made known to employees in confidence solely by virtue of their employment, and are not generally known in the industry in which County Heat Treat is engaged. Therefore, employees must keep all trade secrets and proprietary and confidential information in the strictest confidence and not, either during or after their employment, disclose, discuss inappropriately with others, or use any such information without proper prior written authorization. Such trade secrets and proprietary and confidential information include, but are not limited to, client lists and files; methods of doing business and/or servicing clients; marketing and/or development of services; financial status; current and future merchandising and/or marketing strategies; expansion plans; methods of pricing or charging for products or services; business forms developed by or for the Company; computer programs; identity of specialized consultants and contractors and confidential information developed by them for the Company; and sales, purchasing, operating and other financial data financial information, business and marketing plans, customer, supplier and vendor information, personnel lists and information regarding County Heat Treat's personnel, shipping and distribution information, design data, software and firmware documentation or source codes, product/price lists and specifications, schematics, procedures and test reports, patent disclosures and applications, contract bids, technological information and manufacturing information.

By virtue of County Heat Treat conducting its business, County Heat Treat employees obtain access to or take possession of records, files, data, information, memory devices or media, products or other property belonging to or under the custodianship of County Heat Treat customers. Any information gained by County Heat Treat employees through access to customers' property is to be kept in strictest confidence and not, either during or after the County Heat Treat employee's employment, be disclosed, discussed inappropriately with others, or used without proper written authorization. No items or property accepted for destruction by County Heat Treat shall be kept, used, sold, given away or disposed of without being properly destroyed.

Violation of this policy may result in discipline, up to and including termination.

UNITED COUNTY INDUSTRIES CORPORATION D/B/A COUNTY HEAT TREAT

Alcohol & Drug-Free Workplace & Testing Policy

Drug-Free Workplace Act

The Drug-Free Workplace Act of 1988 requires Federal Government Contractors to take specific and affirmative steps to ensure a drug-free workplace. One of the Act's central provisions requires employers to prepare and distribute an anti-drug policy statement prohibiting any drug-related activity in the workplace. County Heat Treat's policy regarding the work related effects of drug use and the unlawful possession of controlled substances on Company property is as follows:

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, healthful, safe and secure working environment.

Prohibitions.

1. The consumption of alcohol on company property, or while on company business, is strictly prohibited.
2. The possession, conveyance, distribution, manufacture, sale, or use of any illegal drug or non-prescribed controlled substance or alcohol on company property, or while operating a company vehicle, or while on company business is strictly prohibited.
3. Reporting to work while under the influence of any drug or alcohol is strictly prohibited.

Violation of this policy will result in disciplinary action, up to and including termination, and may necessarily involve legal action.

Exceptions. The use of legal drugs, prescribed by a licensed physician for a specific treatment purpose, may not result in disciplinary action. Some such prescription medications, however, can have a direct impact on vigilance, judgment, and coordination. It is important, particularly in safety-sensitive assignments involving the operation of motor vehicles or machinery, for example, for the Company to assure itself that there is not a threat to safety as a result of such medication. Therefore, any employee who must use prescribed drugs during work, and whose performance or behavior could be affected by such use, must report this fact to his or her supervisor and provide acceptable medical documentation of such use, prior to commencing work. Failure to report such use or to provide such medical documentation may subject the employee to discipline under this Policy

As mandated by the Drug-Free Workplace Act of 1988, employees must, as a condition of employment, abide by the terms of this Policy and report any conviction under a criminal drug statute for violations occurring on or off Company premises while conducting Company business. A report of a conviction must be made within five (5) days after the conviction.

The Company recognizes drug dependency as an illness and a major health problem. The Company also recognizes drug abuse as a potential health, safety and security

problem. Employees needing help in dealing with such problems are encouraged to use our Employee Assistance Program and Health Insurance Plans, as appropriate. Conscientious effort to seek such help will not jeopardize any employee's job.

Alcohol & Drug Testing

The Company requires drug and alcohol testing for employees who hold a Commercial Drivers License or who perform safety-sensitive work (in connection with the Company's status as a Certificate Holder to the Federal Aviation Administration or otherwise).

The Company reserves the right to require an employee to submit to a drug or alcohol test under the following circumstances:

1. Periodic random drug testing may be scheduled for all employees holding safety-sensitive positions.
2. Where there is a reasonable suspicion of substance use, the Company may require drug or alcohol testing. Such examples of reasonable suspicion include:
 - Direct observation of an employee using drugs or alcohol during work hours, on company property, or in a company vehicle, or the discovery of drug-related paraphernalia in the possession or control of the employee.
 - Observation by a trained supervisor or other trained personnel that an employee is exhibiting the physical symptoms of substance use during work hours, on company property or in a company vehicle.
 - Drug- or alcohol-related incidents.
 - The above list is not intended to be all inclusive. There may be other circumstances when there is "reasonable suspicion" to believe that an employee is in violation of this Policy when drug or alcohol testing is indicated

Refusal to Submit to Testing. An employee who fails to submit to an alcohol or drug test will not be allowed to perform safety-sensitive functions until he has been tested. An employee who voluntarily dismisses him/herself from duty after being notified of selection for drug or alcohol testing will be subject to the requirements and disciplinary action accorded to those employees whose tests indicate alcohol or controlled substance use.

Testing Positive. An employee who tests positive may be subject to dismissal, or one-time referral, in the Company's sole discretion, to the Company's Employee Assistance Program. An employee who is not terminated after testing positive will be subject to additional testing upon returning to work for a period of one (1) year. Refusal to take or failure to pass these tests may subject the employee to immediate termination of employment.

Responsibilities in Identifying the Problem and Seeking Help.

- **Supervisors.** Alcohol and substance abuse is a serious and potentially life-threatening problem. It is the responsibility of each supervisor to request that a drug and/or alcohol test be administered if reasonable suspicion exists.

By ignoring signs of a problem, the supervisor is putting the safety of the public, of the co-workers of the employee and of the employee him/herself in danger.

- Co-Workers. Any other employee with a concern regarding possible evidence of alcohol or drug abuse by a co-worker should see a supervisor immediately. Such matters will be conducted privately and with attention and respect paid to the confidentiality of the employee in question.
- Self-Identification. The Company is concerned about the health and safety of all of its employees. If an employee voluntarily reports an alcohol or drug problem to his or her supervisor or any management representative, the Company will allow the employee to decline from performing or continuing to perform their job functions, if the employee knows he or she may be impaired by alcohol or controlled substances, without disciplinary punishment. An employee who does so will be unable to work again for the remainder of that workday and, if a non-exempt employee, will lose his/her pay for the remainder of that workday. An employee who self-identifies will be referred to the Company's Employee Assistance Program. Disciplinary action, including termination, may be taken if an employee removes him/herself from his/her duties more than once during the employee's employment with the Company.

Employee Assistance Program.

Employees needing help dealing with alcohol or other substance abuse problems are encouraged to use the Company's Employee Assistance Program, the support services provided under their medical plan, or any other support services available. All information regarding participating in the Employee Assistance Program is strictly confidential.

Employee Responsibilities.

It is the employee's responsibility to notify his or her supervisor immediately in the event of any workplace accident, including those that involve a company-owned vehicle or while travelling or conducting company business.

UNITED COUNTY INDUSTRIES CORPORATION D/B/A COUNTY HEAT TREAT

Employee Assistance Program

County Heat Treat recognizes that a wide range of problems not directly associated with a person's job may affect his or her work performance.

In the majority of cases, employees will overcome personal problems on their own. In others, normal supervisory assistance will be all that is necessary to motivate an employee to return to a satisfactory performance level. However, there may be some cases when neither the employee's effort nor those of the Supervisor are enough to resolve an employee's problem and unsatisfactory performance persists.

County Heat Treat has established the Employee Assistance Program as a service to employees and their families to help them deal with persistent personal problems. Therefore, it is the policy of County Heat Treat to handle such problems within the following framework:

- (1) County Heat Treat recognizes that most problems can be treated successfully if identified early and a referral is made to an appropriate resource. This is true whether the problem is physical or mental illness; an emotional problem, financial, legal, marital or family distress; alcoholism or other drug abuse.
- (2) When an employee's work performance or attendance is unsatisfactory, it is possible that the source of the problem may not be job related.
- (3) The purpose of this policy is to clarify to employees that if personal problems are the cause of unsatisfactory work performance, they may utilize the EAP's assistance. The service is voluntary.
- (4) Employees will not jeopardize their job security or their opportunities for advancement by accepting referral or assistance from this program.
- (5) Employees who have problems that they feel may affect work performance are encouraged to voluntarily seek services on a **confidential** basis from the EAP by making an appointment with an employee assistance counselor. Employees are encouraged to use the EAP for personal problems, even before the decline of job efficiency.
- (6) Employee problems causing unsatisfactory job performance will be handled within established personnel procedures. All records of the EAP will be maintained in strict confidence. These records will not be part of the employee's personnel file.
- (7) Work performance may at times be affected by the problems of a member of an employee's family or household. Due to this the EAP is also available to employee's family or household members.

(8) It will be the responsibility of supervisory personnel to support and implement this policy in order to ensure that the EAP offer of evaluation and assistance is made to an employee with a personal problem impacting on job performance. The Supervisor's responsibility is to assess work performance and make referral to the EAP. They will not make any diagnosis of the employee's problem.

(9) Employees referred to the program by supervisory personnel are encouraged by County Heat Treat to utilize the EAP. It is the employee's prerogative whether to utilize the referrals for assessment of his/her problem and whether to follow the recommendation of the diagnostician or counseling agent. Whether or not an employee follows treatment recommendations, continued job performance problems will be handled according to normal disciplinary procedures.

UNITED COUNTY INDUSTRIES CORPORATION D/B/A COUNTY HEAT TREAT

Communications/Information Systems Policy

It is the policy of United County Industries Corporation d/b/a County Heat Treat ("the Company") to ensure effective business communications among all individuals within the Company and with others outside of the Company, in particular the Company's customers. It is important that all the forms of communications systems promote a business atmosphere.

- 1. Company Communications.** No individual in the Company is to send or distribute any communication to "All Personnel" or "All Users" without the authorization of the Company. Within these guidelines, Managers are authorized to send or distribute communications regarding their area's business. Should an employee need to call any matter of interest related to the Company's business to the attention of "All Users", the employee must receive authorization from their Manager.
- 2. Electronic Communications.** Electronic communications, as defined in this policy include, but are not limited to the Company's telephone system (including voice mail), facsimiles, electronic mail (including the Internet), cellular phones, copy machines and computer software ("electronic communications"). **Electronic communications are Company-owned resources and are provided as business communication tools. There can be no guarantee of privacy for electronic communications.** The Company reserves the right to review all electronic records and communications. Further, the Company reserves the right to delete messages, voice mail and other communications on Company computers and other electronic communications.

Electronic messages should be drafted with the same thought and care devoted to written or verbal communications. Individuals should not transmit any form of communication that they would not be comfortable writing in a letter or memorandum. Good judgment must be exercised when using electronic communications.

All individuals of the Company must adhere to the following, both while on the Company's premises and off-site, when using the Company's electronic communications:

- use of electronic communications for personal purposes is prohibited except in limited situations. At times, circumstances warrant communicating with family members or co-workers, but individuals may not abuse this privilege for any significant amount of personal use or activity.
- acceptable use of electronic communications includes brief communications with family members or co-workers as well as the use of electronic communications for community activities, educational or professional development purposes.
- inappropriate use of electronic communications include excessive "socializing" with co-workers, friends or family members.

- use of electronic communications, including the Internet, to send abusive, offensive or discriminatory messages is prohibited. Among those which are considered offensive are any messages which contain overt sexual language, sexual implications or innuendo or comments that offensively address someone's age, gender, gender identity, race, sexual orientation, religious beliefs, national origin, disability, or any other characteristics protected by law as these terms have been defined by state and federal anti-discrimination laws.
 - use of electronic communications, including the Internet, to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization is prohibited.
 - use of electronic communications, including the Internet, to solicit outside business ventures, to divulge confidential or privileged information, or for solicitation in connection with personal, political or religious causes is prohibited.
 - individuals of the Company with access to the World Wide Web are responsible for the content of all text, audio or images that they place or send over the Internet and for ensuring that the Internet is used in an effective, ethical and lawful manner. The transmission or downloading of any sexually explicit materials including abusive, profane or offensive language or images is prohibited. All messages created, sent or retrieved over the Internet are the property of the Company and should be considered public information. The Company reserves the right to access and monitor all messages and files as it deems necessary and appropriate.
 - use of electronic communications, in particular cellular phones, to discuss Company confidential or proprietary related information must be done with caution so as to eliminate the possibility of a breach of confidentiality or the inadvertent disclosure of proprietary information.
 - use of electronic communications, in particular e-mail and Internet, to evaluate or offer feedback regarding an individual's work performance is prohibited. Electronic communications may be used for administrative purposes (e.g., scheduling reviews).
 - use of another individual's password to access information is prohibited.
 - all incoming and outgoing electronic mail messages must be deleted on an ongoing basis.
3. **Bulletin Boards.** The Company maintains bulletin boards. Employees are not authorized to post any form of literature, printed or written materials, or notices of any kind on Company boards, on the walls, nor on the Company's property except as outlined below. Any employee wishing to communicate a notice on the bulletin board or electronic bulletin board must request authorization in advance from the Executive Administrator. Notices will be removed and/or deleted if prior authorization has not been obtained, when they have become outdated, or when space requires, the notices will be removed.
4. **Company Solicitations.** Employees are prohibited from soliciting other employees during the working time of either the person soliciting or the person being solicited, or distributing materials in work areas. Work time does not include rest periods or lunch periods. Persons not employed by the Company are prohibited from soliciting employees on the Company's premises or distributing materials on the Company's premises at any time for any purpose.
5. **Violations.** Violation of this policy may result in discipline, up to and including termination.

UNITED COUNTY INDUSTRIES CORPORATION D/B/A COUNTY HEAT TREAT

Social Networking/Media Policy

We recognize social media encompasses a broad sweep of online activities that integrate technology, social interaction, and content creation. However, we also recognize that the rapid evolution of technology makes it difficult to identify all types of social media. Social media uses many technologies and forms, such as blogs, wikis, photo and video sharing, podcasts and social networking that build a virtual footprint. This policy is not meant to discourage you from utilizing social media. We take no position on your decision to start or maintain a blog or participate in social media/networking activities.

We want to remind you that the use of social media technology follows the same standards of practice and conduct outlined by the Company in the employee manual. Accordingly, United County Industries Corporation d/b/a County Heat Treat expects employees who maintain or contribute to social media on the internet will abide by certain guidelines.

Nothing in this policy is meant to be construed to prohibit or limit employees' rights to engage in protected concerted activity as prescribed by the National Labor Relations Act, or any other rights protected under federal and state law.

- Outside the workplace, your rights to privacy and free speech protect legal online activity conducted on your personal social networks with your personal online account. However, what you publish on such personal online sites should never be attributed to the Company and should not represent in any way that you are speaking on the Company's behalf without prior written authorization to do so.
- We prohibit the use of social media to post, or display comments about co-workers, Supervisors, the Company or our clients that are illegal, vulgar, obscene, threatening, intimidating, harassing, or a violation of the employer's workplace policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, and any other category protected under state or federal law. Employees should remember that any information that is shared online instantly becomes permanent and public. Remember, that what you post online will be captured forever and can be transmitted endlessly without your consent or knowledge. The Company also wants to remind you that each employee is personally liable for his or her own commentary and can be sued by other employees, clients, competitors and any other individual or Company that views the on-line content as proprietary, harassing, libelous, creating a hostile work environment, or otherwise illegal.
- Employees are expected to protect the confidential, proprietary and trade secret information of the Company. Employees are prohibited from disclosing at any time proprietary or confidential information learned during the course of their employment about the Company, its clients or its employees. Such information includes but is not limited to customer lists, trade secrets, financial information and strategic business plans. This policy also includes

personal information about clients and employees that is protected from unauthorized disclosure by law, including, but not limited to, personal health information and personal data, such as driver's license, social security number, financial account numbers, or credit/debit card numbers.

- Employees cannot use employer-owned equipment, including computers, Company-licensed software or other electronic equipment, nor facilities or Company time, to conduct personal blogging or personal social networking activities.
- Those individuals with supervisory/management responsibilities, by virtue of their position, must consider whether "friending" or personal thoughts they publish, even in clearly personal venues, may be misunderstood as expressing the Company's position. They should assume their employees and those outside the Company will read what is written.
- We ask that each employee honor the privacy rights of our employees by seeking their permission before writing about happenings that might be considered to be a breach of their privacy and confidentiality or before posting their pictures. Posting confidential information about other employees without their permission has the potential of disrupting the workplace. By maintaining your coworkers' privacy, you will be helping to maintain the professional work environment at the Company.

Social media changes rapidly and there will likely be events or issues that are not addressed in this policy. If you have any questions about these guidelines, contact your Supervisor or the Executive Administrator. When in doubt, employees should seek the guidance of the appropriate person before posting or otherwise engaging in online activity.

Violation of this policy may result in discipline, up to and including termination.

UNITED COUNTY INDUSTRIES CORPORATION D/B/A COUNTY HEAT TREAT

PROGRESSIVE DISCIPLINARY POLICY

Every employee has the duty and the responsibility to be aware of and abide by ALL our existing rules and policies. Employees also have the responsibility to perform their duties to the best of their ability per the standards as set forth in his/her job description or as otherwise established. When these things are not happening as judged by management or supervision, County Heat Treat will use this progressive discipline process at its discretion to address issues such as poor work performance or misconduct. Our progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues.

Outlined below are the basic steps of our progressive discipline policy and procedure. County Heat Treat reserves the right to combine or skip step(s) or all of this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization.

- **Verbal warning:** A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
- **Written warning:** Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning and are required to sign-off acknowledgement of the warning. A "performance approval plan" may be enacted in coordination with this step at the sole discretion of management or supervision dependent on the specifics of the situation. Use of a progressive discipline form is required.
- **Suspension:** If behavior, violations, or performance does not improve, a last step before termination may be taken by management or supervision to suspend an employee without pay. This must be approved by V.P. or President of the company prior to enactment. The employee will be informed that if the issues and reasons for the suspension are not immediately corrected upon the employee's return, s/he will be terminated from employment with the company. Use of a progressive discipline form is required.

County Heat Treat management and supervision reserve the right to determine the appropriate level of discipline for any performance issues or inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and termination of employment.



COUNTY HEAT TREAT

Computer, Network & Internet usage policy

This Computer, Network & Internet Usage Policy applies to all employees of United County Industries dba County Heat Treat who have access to company-owned computers and/or the company provided network or Internet access to be used in the performance of their work. Use of the network or internet by employees of United County Industries dba County Heat Treat is permitted and encouraged where such use supports the goals and objectives of the business. However, access to the Internet through United County Industries dba County Heat Treat is a privilege and all employees must adhere to the policies concerning Computer, Email and Internet usage. Violation of these policies could result in disciplinary and/or legal action leading up to and including termination of employment. Employees may also be held personally liable for damages caused by any violations of this policy. All employees are required to acknowledge receipt and confirm that they have understood and agree to abide by the rules hereunder.

Computer, email and internet usage

- Company employees are expected to use the company-owned computers, email & Internet responsibly and productively. Internet access is limited to job-related activities only. Personal use is only permitted during work break times. Personal electronic devices owned by employees may only access the company internet during those designated break times however all limitations of use described below apply to that personal use while on the company internet.
- Job-related activities include research and educational tasks that may be found via the Internet that would help in an employee's role.
- All Internet data that is composed, transmitted and/or received by United County Industries dba County Heat Treat computer systems (computers, network and internet) is considered to belong to United County Industries dba County Heat Treat and is recognized as part of its official data. It is therefore subject to disclosure for legal reasons or to other appropriate third parties.
- The equipment, services and technology used to access the Internet are the property of United County Industries dba County Heat Treat and the company reserves the right to monitor Internet traffic and monitor and access data that is composed, sent or received through its online connections.
- Emails sent via the company email system should not contain content that is deemed to be offensive. This includes, though is not restricted to, the use of vulgar or harassing language/images.
- All sites and downloads may be monitored and/or blocked by United County Industries dba County Heat Treat if they are deemed to be harmful and/or not productive to business.
- The installation of software such as instant messaging technology is strictly prohibited on company computers.

Unacceptable use of the company network or internet by employees includes, but is not limited to:

- Sending or posting discriminatory, harassing, or threatening messages or images on the Internet or via the company intranet email service.
- Using company computers or internet access to perpetrate any form of fraud, and/or software, film or music piracy.
- Stealing, using, or disclosing someone else's password without authorization.
- Sharing confidential material, trade secrets, or proprietary information outside of the organization.
- Hacking into unauthorized websites.
- Downloading, copying or pirating software and electronic files that are copyrighted or without authorization.
- Sending or posting information that is defamatory to the company, its products/services, colleagues and/or customers.
- Introducing malicious software onto the company network and/or jeopardizing the security of the organization's electronic communications systems.
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities.
- Passing off personal views as representing those of the organization.

If an employee is unsure about what constituted acceptable Internet usage, then he/she is responsible to ask his/her supervisor for further guidance and clarification before using computers or internet access in the way in which they are unsure.

All terms and conditions as stated in this document are applicable to all users of United County Industries dba County Heat Treat owned computers, network & Internet connection. All terms and conditions as stated in this document reflect an agreement of all parties and should be governed and interpreted in accordance with the policies and procedures mentioned above. Any user violating these policies is subject to disciplinary actions deemed appropriate by United County Industries dba County Heat Treat.

User compliance agreement

I understand and will abide by this Company computer, network & Internet Usage Policy. I further understand that should I commit any violation of this policy, my access privileges may be revoked, disciplinary action and/or appropriate legal action may be taken.

Employee signature

Date

Employee printed name

UNITED COUNTY INDUSTRIES CORPORATION D/B/A COUNTY HEAT TREAT

I have received this day a copy of the following:

Employee Benefits Manual

Policies:

Sexual Harassment

Harassment of Individuals in Protected Classes

Confidentiality

Alcohol & Drug-Free Workplace and Testing

Employee Assistance Program

Electronic Communications/Information Systems

Social Networking/Media

Progressive Disciplinary Policy

Computer, Network & Internet Usage Policy

I have received this day a copy of the Employee Benefits Manual/Policies from United County Industries Corporation d/b/a County Heat Treat. I understand that it is my responsibility to read and comply with the above listed Employee Benefits Manual/Policies and any revisions made to them.

The above Employee Benefits Manual/Policies describe important information and I understand that I should consult my immediate Supervisor/Manager if I have any questions regarding the content or interpretation of these guidelines.

I have entered into my employment relationship voluntarily and acknowledge at United County Industries Corporation d/b/a County Heat Treat that there is no specified length of employment. Accordingly, either United County Industries Corporation d/b/a County Heat Treat or I can terminate the relationship at will, with or without reason, at any time, so long as there is no violation of applicable Federal or State law.

Since policies are necessarily subject to change, I acknowledge that revisions to the Policies may occur, except to United County Industries Corporation d/b/a County Heat Treat's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate an existing policy. Only the President of United County Industries Corporation d/b/a County Heat Treat has the ability to adopt any revisions to the Policies.

Furthermore, I acknowledge that the Employee Benefits Manual and Policies are neither a contract of employment nor a legal document.

Printed Employee Name

Employee Signature

Date