

**RPM SERVICES, INC.  
EMPLOYEE HANDBOOK**



**RPM SERVICES, INC.  
27920 Hwy 288  
IOWA COLONY, TEXAS 77583**



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## **I. WELCOME AND INTRODUCTION**

Welcome to RPM Services, Inc.! You can take pride in being a member of a quality-oriented organization that enjoys a top line reputation in the repair industry. RPM Services, Inc. (also referred to as “the Company” or “RPM”) is dedicated to providing the best quality parts and services possible to our customers, and our Company’s growth reflects the efforts our employees have contributed to this goal. Our continued success is directly related to the cooperative efforts of all employees to do each of their jobs better than anyone else in the industry.

This handbook is provided for your use as a ready reference to our personnel policies, work rules, and benefits. It is designed to acquaint you with the Company and its working conditions, policies and employee benefits, but should not and cannot be construed as a legal document. It is important, however, that you take time to carefully read, understand and follow all of the provisions of the manual. It describes many of your responsibilities as an employee and outlines the programs developed by RPM to benefit employees. Of course, no employee handbook can answer every question, nor would we want to restrict the normal question and answer interchange among us. Therefore, if you have any questions about your employment or any of the items in this handbook, you are always encouraged to address those questions to your supervisor or other management personnel.

**The handbook and the guidelines and policies contained in this handbook are not contracts** and nothing in this handbook should be interpreted or given the effect of a promise, guarantee, or contract. Our Company abides by employment-at-will, which permits the Company or the employee to terminate the employment relationship at any time, without prior notice or cause. Neither the policies contained in this handbook, nor any other written or verbal communications other than a formal employment agreement signed by an officer of the Company, are intended to create a contract of employment or a warranty of benefits.

This handbook does contain descriptions of certain employee behaviors which will not be allowed or tolerated. These behaviors will be handled generally as described in this handbook. You are on notice that such behaviors, or violations of the policies stated in this handbook, as amended from time to time, are cause for discipline and/or discharge from your employment.

Circumstances may sometimes require amendments or changes to the policies, practices, and benefits described or set forth in this handbook. With the exception of the at-will policy, all of RPM’s policies, guidelines, benefits, personnel procedures, practices, and provisions are subject to change, modification, exceptions, deletion or supplementation at the sole and exclusive discretion of RPM at any time. RPM reserves the right to amend, supplement or rescind any provisions of this handbook, as it deems appropriate in its sole and absolute discretion. Any such changes will apply to both existing and new employees. As policies and benefits are revised, RPM will make every effort to assure that all employees receive updated pages of any revisions, additions or amendments. Please keep this handbook readily available and insert the updated material promptly so that it is current at all times. In addition, the Company will place this



handbook online for your convenience. You can access the handbook online at [www.rpm-services.com](http://www.rpm-services.com). A copy of each employee's acknowledgement of their receipt of this handbook and any subsequent changes will be kept in each employee's personnel file.

This handbook supersedes and replaces all prior handbooks, manuals, policies, procedures, and practices of the Company.

## **II. GENERAL POLICIES**

### **1. AT-WILL EMPLOYMENT**

All employees are terminable "at-will". Under the "at-will" policy, neither you nor the Company is committed to continuing the employment relationship for any specific term. Rather, the employment relationship will continue as long as *both* parties agree. Either side may terminate the relationship at any time, with or without cause and with or without notice, except for reasons prohibited by law (e.g., unlawful discrimination or retaliation). Also, the Company retains the right to demote, transfer, change job duties, and change compensation at any time with or without notice and with or without cause, in its sole discretion.

In deciding to work for the Company, you must understand and accept these terms of employment. No one at the Company has the authority to promise or guarantee you employment for any specific period of time, or to alter your "at will" status, unless you and an officer of the Company sign an employment agreement. Therefore, any representations, statements, promises, words, writings, or other actions by anyone employed or affiliated with RPM which purports or appears to change the at-will relationship are unauthorized, void and without any effect. Moreover, none of the statements contained in this handbook or in any employment applications recruiting materials or other documents, individually or combined, will create any express or implied contract concerning any terms or conditions of employment. They do, however, put you on notice of Company policies and procedures.

### **2. EQUAL EMPLOYMENT OPPORTUNITY**

RPM is an Equal Opportunity Employer. We believe that all persons are entitled to equal employment opportunity and we do not discriminate against our employees or applicants because of race, color, religion, sex, pregnancy, national origin, ancestry, age, marital status, sexual preference, gender identity, or disability. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, compensation, benefits, advancement, transfer, discipline, layoff, recall and termination. RPM conforms to all applicable federal and state laws, rules, guidelines and regulations, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act of 1992 (including the Americans with Disabilities Act Amendments Act of 2008), and other applicable federal or state laws.



Any employee who believes he/she has not been treated in accordance with this policy is encouraged to contact his/her supervisor(s) and/or the Human Resources (“HR”) Office.

### **3. HIRING PROCEDURES**

All applicants for employment must complete an official RPM Application Form which will be available and secured at the HR Office. Applicants with disabilities who require assistance with the application should contact HR at 281-595-3165. In positions that require special educational requirements, licensure, registration, or certification, original documents must be presented to HR for verification. All applicants and/or employees are subject to background checks, including criminal history checks, annually or as needed by HR. If it is determined that an applicant and/or employee has falsified information provided on an application form by misrepresentation or omission of material facts, the employee will not be considered for employment and/or may be terminated. The minimum age to be eligible for hire is 18. Applicants will be requested to present the following information in connection with their application for employment:

- Copy of Social Security Card
- Copy of Work Permit (if applicable)
- Complete Name
- Current Address
- Current Phone Number
- Copy of drivers’ license

### **4. DISCRIMINATION AND HARASSMENT**

RPM is committed to providing a work environment that is free of discrimination and harassment. Company policy and state/federal laws prohibit discrimination and/or harassment of any employee on the basis of race, color, religion, sex (including sexual and gender harassment), pregnancy, national origin, ancestry, age, marital status, sexual preference, gender identity, or disability. Any employee who engages in any form of harassment or who retaliates against another employee for reporting harassment will be subject to discipline ranging from a warning up to termination of employment.

No employee may threaten or imply either directly or indirectly that an employee’s submission to or rejection of sexual advances will in any way influence any decision regarding that employee’s position with our Company. This includes, but is not limited to, sexual flirtation, advances, propositions, requests for sexual favors, whether or not accompanied by promises or threats relating to the employment relationship, remarks about body parts or physical characteristics, unwarranted touching, graphic verbal comments, discussion, mention or display of any sexually suggestive or offensive objects or pictures, or other verbal or physical conduct of a sexual nature that may threaten or insinuate either explicitly or implicitly that any employee’s



submission to or rejection of sexual advances will in any way influence personnel decisions regarding that person's employment, evaluations, wages, advancement, duties or any other term or condition of employment. In addition, prohibited conduct includes any verbal or physical conduct that has the purpose or effect of substantially interfering with an employee's ability to do his or her job and/or that has the purpose or effect of creating an intimidating, hostile or offensive working environment, including the use of epithets, slurs or negative stereotyping, threatening, intimidating or hostile acts, denigrating jokes, and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

Any incident of discrimination or harassment, regardless of its seriousness, should be immediately reported to your supervisor, the HR Office and/or the Operation Manager. If you believe that you are the subject of discrimination or harassment, or if you are aware of discrimination or harassment against another employee, you should immediately report such to your immediate supervisor, the HR Office and/or the Operation Manager so that the Company can promptly investigate the matter. If the complaint is against or involves your immediate supervisor, or if you feel that it is not receiving prompt attention from your supervisor, or if you are unhappy with your immediate supervisor's decision, then you should take your complaint directly to HR Office and/or the Operation Manager. All reports of discrimination or harassment will be promptly investigated. Employees who make complaints and/or who participate in a complaint investigation will not suffer any form of retaliation for having made their complaint or for participation in the investigation. Reports of discrimination or harassment and information developed during an investigation will be kept as confidential as possible to protect the privacy of the persons involved. Based on the results of the investigation, appropriate action will be taken. A person found to have engaged in discrimination or harassment or similarly inappropriate conduct will be counseled and/or appropriately disciplined, up to and including termination. Retaliation against employees for reporting discrimination or harassment, or for assisting the Company in an investigation of a complaint is against the law and will not be permitted. Employees need not fear that they will be adversely affected by reporting a discrimination or harassment incident or participating in an investigation.

## **5. AMERICANS WITH DISABILITIES ACT POLICY**

The Company fully complies with the Americans with Disabilities Act of 1990, including the Americans with Disabilities Act Amendments Act of 2008 ("ADA"). Accordingly, the Company does not discriminate against qualified employees or applicants with disabilities with respect to terms, conditions or privileges of employment. Furthermore, as required by law, the Company will make reasonable accommodations to qualified individuals with disabilities where such accommodations will not impose an undue hardship on the Company.

This policy applies to all qualified employees or applicants with disabilities. In order to be a "qualified" employee or applicant with a disability, an employee or applicant must be able to perform the essential functions of the position held or desired, with or without a reasonable





accommodation. For purposes of this policy, “disability” means a mental or physical impairment that substantially limits the individual’s ability to perform one or more major life activities such as walking, speaking, breathing, performing manual tasks, seeing, hearing, learning, caring for one’s self or working.

For purposes of this policy, “reasonable accommodation” means a modification or adjustment to a job, the work environment, or usual practices and procedures that enables a qualified individual with a disability to enjoy an equal employment opportunity. Additionally, “undue hardship” means that requested accommodation would be unduly expensive, extensive, substantial, disruptive, or would fundamentally alter the nature and operation of the Company’s business.

As required by law, the Company will provide reasonable accommodations to employ qualified employees or applicants with disabilities. Qualified employees or applicants with disabilities may make reasonable accommodation requests to his/her supervisor and/or the HR Office. The employee’s supervisor and/or the HR Office will review accommodation requests and determine, through an interactive exchange with the employee or applicant, if a reasonable accommodation can be made. Although the Company will attempt to reasonably accommodate all known disabilities, it is entitled to make management decisions concerning such accommodations. The Company is not required to provide the specific accommodation requested by an employee or applicant. Moreover, the Company is not required to provide the best possible accommodation in every instance. The Company is only required to provide an effective accommodation under the circumstances.

The Company will not interfere with, restrain or deny any employee’s or applicant’s right to request a reasonable accommodation in accordance with the terms and provisions of this policy. Furthermore, the Company will not discriminate or retaliate against any employee for requesting a reasonable accommodation under this policy, or against any person who reports a violation of this policy or participates in an investigation of a complaint under this policy.

If you have any questions concerning this policy, if you desire to obtain further information regarding its operation and scope, or to request a reasonable accommodation for a disability, please contact the HR Office.

## **6. CONFIDENTIALITY**

In their daily work it is possible employees may be exposed to confidential and/or proprietary information pertaining to RPM, its clients or a fellow employee. Under no circumstances are employees to use or disclose such information, except as authorized to do so in connection with their employment at RPM. Specifically, information regarding payroll, personnel, programming, customer accounts, pricing, Company financial information and proprietary software must be kept strictly confidential. Employees who violate this rule are subject to disciplinary action or dismissal. Employees will be required to sign an Acknowledgement





regarding Confidential Information. In addition, certain Company clients may require that their specific confidentiality agreements must be signed by employees of the Company in addition to the Company's agreements. You will be required to agree to the client's requirements in order to work on those projects.

## **7. POLICY REGARDING THEFT AND EMPLOYEE PRIVACY**

To protect the property and to ensure the safety of all employees, customers and the Company, RPM reserves the right to conduct personal searches consistent with applicable law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the Company's property. In addition, the Company reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on its premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the Company, and are issued for the use of employees only during their employment. The Company reserves the right, at all times, and without prior notice, to inspect and search any and all Company property, as well as inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the Company's property, for the purpose of promoting safety in the workplace or compliance with state and federal laws. Such inspections may be conducted during or after business hours and in the presence or absence of the employee.

Personal property, such as tools, should be clearly marked to distinguish them from Company property, as well as to allow management to establish the rightful owner should anything be misplaced or reported as stolen.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including termination of employment, if upon investigation they are found to be in violation of the company's security procedures or any other company rules and regulations.

By way of example only, and not of limitation, no employee of the Company should have any expectations of privacy to anything stored in any of the furniture (*i.e.*, lockers, toolboxes, desks, computer files, etc.) located on Company's property (irrespective of whether the furniture assigned to any employee is under lock and key or not).

All mail received by the Company at its Corporate Offices is opened as a matter of policy and without regard to whom it is addressed. Employees should arrange to have all personal and/or non-business related mail sent elsewhere.



## **8. TELEPHONE POLICY**

It is important to keep our telephone lines free for customer calls and business matters. Accordingly, employees are requested to keep all personal phone calls to a minimum. Although the occasional use of the company's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum. Except in cases of known emergencies, the receptionist will be instructed to take a message for any personal calls that come in for an employee. The receptionist will make a good faith effort to forward the messages during breaks and lunch time. Excessive personal calls may be reported to the employee's supervisor and/or Human Resources.

Personal cellular telephones must be turned off or set to a silent alert during working hours while on company premises.

Under no circumstances should an employee make or charge a long distance call to RPM unless it is work-related and approved by management. Personal collect calls should not be accepted. No employee should operate a cell phone while driving on Company business and/or while Company vehicle is in motion.

Solicitation by non-employees of the Company is strictly prohibited at all times at all Company locations.

## **9. UNIFORMS AND PERSONAL APPEARANCE**

All employees are expected to appear in a manner that will reflect favorably upon themselves and the Company. This includes coming to work suitably dressed for the work you will be performing. Employees should also be aware of their personal hygiene.

All shop employees are required to wear a RPM-uniform shirt while on the job. Employees may choose among uniform trousers, plain-styled blue jeans, or dark blue slacks to complete the uniform. If and only if your choice of pants is purchased through an approved uniform company, those pants will be considered part of your uniform and subject to the partial payment and laundry service provisions of this section. Employees are required to pay half the cost of the uniform required for their positions. An employee may pay his/her share of the cost of the uniform directly to RPM, or may provide written authorization to RPM to deduct the cost of the uniform from his/her paychecks.

All field employees are required to wear FRC uniforms with RPM logo on shirts, unless a customer specifies otherwise.

The cost of uniform rental includes pick-up of soiled uniforms, and laundering and delivery of clean uniforms each week. RPM will pay for the initial set-up charge on new uniform service as well as one-half of the weekly rental fee. If the employee would like to ascertain the amount of



the uniform deductions, he should see the Payroll Clerk. Employees choosing to launder their own uniforms will not have an adjustment in the standard payroll deduction since laundering is part of the service provided.

In the event of termination, a portion of the employee's final pay will be withheld to offset the cost of any uniforms not turned in to RPM. RPM will obtain appropriate written authorization from the employee regarding this deduction.

All shop employees are also required to wear approved footwear in the shop at all times. If an employee has any questions concerning where to purchase safety boots or what type is acceptable, he should consult his supervisor.

For safety reasons, haircuts must be short enough not to pose a danger or hazard (Long hair may get caught in the machines).

Also, as a matter of safety, no jewelry, including earrings and rings, will be allowed while an employee is working in the shop and plant areas.

## **10. PROGRESSIVE DISCIPLINE AND RULES OF CONDUCT**

At RPM it is important to help employees identify at an early stage misconduct and performance problems which, if left uncorrected, might eventually lead to termination of employment. For this reason, the Company has adopted a progressive discipline system which utilizes escalating discipline to correct violations of the Rules of Conduct or other Company policies. The objectives of this system are (1) to discipline and counsel employees in a manner that is corrective rather than punitive; and (2) to discipline and counsel employees in a uniform, consistent and non-discriminatory manner.

Notwithstanding the Company's adoption and use of a progressive discipline system, a single scale cannot be developed which is appropriate for all situations. A first offense by an otherwise satisfactory employee may be so severe as to warrant immediate termination. Consequently, employees should regard the following steps of discipline as mere guidelines to be considered by management in light of all the facts and circumstances of the particular offense and in light of the overall performance and disciplinary history of the employee who committed the offense. Discipline may commence at any level of punishment deemed appropriate, up to and including immediate termination, and subsequent offenses may lead management to skip intermediate levels of discipline in favor of more severe punishments, up to and including termination. In addition, the Company's adoption and/or use of a progressive discipline system does not create any type of contract or agreement between the Company and the employee, whose status remains at-will at all times.

### **Verbal Warning**



With the exception of offenses requiring more stringent action, employees will receive a verbal warning at the time of a performance problem or the violation of a work policy or rule. Even though the warning is verbal, documentation by the supervisor or other appropriate personnel should be made. The verbal counseling and written documentation will inform the employee of the violation and the possible consequences should additional violations or problems occur.

#### Written Warning

If further violations occur within twelve months following the issuance of the last verbal warning, a written warning will be issued. The written warning will inform the employee of the violation and the possible consequences should additional violations or performance problems occur. This may include time off without pay or termination.

#### Time Off Without Pay

If an additional offense occurs at any time within twelve months of a reprimand, the employee will be suspended for three (3) days without pay. In addition to time off without pay, the employee will receive a final written warning informing the employee that termination of employment may result if further violations or performance problems occur.

#### Termination of Employment

If the employee violates any additional Company policy or fails to improve his or her level of performance at any time within twelve months of the previous warning, termination of employment may result.

#### Rules of Conduct

Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of Company. This list is not all-inclusive and, notwithstanding this list, all employees remain terminable "at will". If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see your manager or supervisor for an explanation.

Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning:

1. Willful or negligent violation of any safety regulation.
2. Hazardous or disorderly conduct such as fighting or horseplay.
3. Smoking in prohibited areas, especially on customer's premises.
4. Carrying alcoholic beverages, drugs, or using same on company or customer's property.
5. Failure to perform assigned or required work satisfactorily.



6. Excessive absences.
7. Excessive lateness.
8. Deliberate or negligent destruction of company, customer, or public property.
9. Removing material, equipment, tools, etc. from company or customer property.
10. Dishonesty including theft of employees, customer, or company property. Falsification of information to the company written or verbal.
11. Failure to report to law enforcement or company representatives any accident involving company vehicles.
12. Allowing unauthorized persons to ride in or on company equipment or vehicles.
13. Moving violations of any kind in a company vehicle. Any fines incurred from these moving violations shall be borne by the employee.
14. Possession of firearms, weapons or explosives on Company property, while in Company vehicles, or while on duty, even if properly licensed or permitted (except that those persons with concealed handgun licenses may store firearms in locked personal vehicles on Company premises).
15. Unauthorized telephone use.
16. Punching someone else's clock card.
17. Failure or refusal to carry out orders or instructions.
18. Unsatisfactory work performance.
19. Failure to fulfill the responsibilities of the job to an extent that might or does cause injury to a person or damage to or loss of product, machinery, equipment, facilities, or other property of the Company.
20. Violation of a safety, fire prevention, health or security rule, policy or practice.
21. False, fraudulent, misleading or harmful statement, action or omission involving another employee, a customer, the Company, or relations with the Company; or any action disloyal to the Company.
22. False, fraudulent, misleading or harmful statement, action or omission related to an employment application or any other information provided to or requested by the Company, whether oral or written; or refusal or failure to timely provide such information.
23. Unauthorized use of, removal of, theft of, or damage to the property of the Company, an employee, an independent contractor, or a customer.
24. Threatened or actual physical violence.
25. The use of profane or abusive language.
26. Bringing onto the Company's jobsite, premises or property, having possession of, being under the influence of or consuming, using, transferring, selling or attempting to sell any form of alcohol at any time during the hours between the beginning and end of your work day, whether or not on duty.
27. Use of alcohol off the Company's jobsite, premises, or property and outside your working hours that adversely affects your job performance, your or other employee's safety, health, security, or property at work; of the Company's reputation.
28. Unauthorized use and disclosure of Company information, including confidential and/or proprietary information of the Company.



29. Using a Company computer or other equipment to access pornographic material, or to conduct any commercial activity other than Company business or as authorized by the Company.

### **III. WORKING HOURS, ATTENDANCE, AND BENEFITS**

#### **1. WORKING HOURS**

Our standard workweek begins on Monday at 7 a.m. and ends the following Monday at 6:59 a.m. The regular workweek for most employees consists of forty (40) hours of work within the workweek, with two (2) days off each week.

Work schedules for employees are established within this framework. Your supervisor or manager will advise you regarding your specific working hours, including meal periods and personal breaks. Your schedule may be changed to conform to work load and/or customer needs or requirements. The Company will provide a method for recording time worked. Punctual and consistent attendance is a condition of employment.

Employees are allowed a thirty (30) minute lunch period, which is generally scheduled by the employee's supervisor. If an employee needs a longer lunch, he or she must approach his or her supervisor to obtain permission BEFORE taking the longer lunch. Depending upon the reason and the workload in the shop, the supervisor may or may not grant the request.

Break times usually run approximately 15 minutes and will be allotted at mid-morning and mid-afternoon for the day shifts. Night shift breaks will be allotted in the same manner, but due to irregularity, they will be designated on an as-needed basis by the appropriate supervisor. Breaks may be revoked on an individual basis as needed by a supervisor or others in management.

#### **2. ATTENDANCE POLICY**

Regular attendance and punctuality are expected of all employees. Timely attendance at the work site or office is an essential function of each job at the Company. Tardiness and absences disrupt Company operations, sometimes causing a delay in completing the scheduled work. For this reason, each employee is responsible for reporting to work at the proper time and place as scheduled.

Employees are responsible for being at their assigned work location and ready for work at the scheduled time. Employees must notify their immediate supervisor when they are going to be late reporting to work or if they are going to be absent for a scheduled work period. This notification must be made at least four hours before the starting time of the scheduled shift unless the absence or delay is caused by an immediate or emergency situation. Otherwise, RPM expects employees to report to work as scheduled.





The following policies apply to any employee not reporting for work as scheduled:

1. You will be considered quit for absence from work for three (3) consecutive working days without notifying your supervisor or another member of management, unless you provide a satisfactory reason for your failure to make the required notification.
2. Any employee who receives any compensation for work performed while on any leave of absence from RPM without written permission from the Company will be terminated immediately. This would also be true if the Company found out about a violation of this policy after the fact.
3. Subject to the Family and Medical Leave Act, if you are on an excused absence from RPM lasting longer than 14 days, premiums for Group Medical, Dental, & Life are due the first (1st) of each month and are payable at the COBRA rates. Coverage may be canceled if premiums are not received by the due date.

Any employee who is found to have falsified Company documents including, but not limited to, Outgoing Reports, will receive disciplinary action, up to and including termination for the first offense.

### ATTENDANCE PROTOCOL

The following policy will apply to employee absences from work and employees reporting to work late. This policy will apply to all non-exempt employees who use the time clock or report to work in the field.

Requesting Time Off: Any employee that must take time off for any reason must (except for vacation, see Section 3. Paid Time Off Policy) obtain permission from his or her supervisor at least 48 hours in advance of the period requested. All requests must be submitted on the standard form which is available at the foreman's desk. If any employee fails to follow this procedure for requesting time off, the employee's request will be denied. There are no exceptions to this rule other than employee sudden illness or document-supported emergencies. Requests for time off are granted by the Company in its sole discretion and subject to the circumstances presented, including workloads, etc.

Excused Tardy: When an employee notifies (in person or by telephone) his/her supervisor at least 8 hours prior to his/her scheduled shift that he/she will be late reporting to work, and the foreman/supervisor excuses the tardiness. The only situation in which a tardiness reported less than 8 hours prior to his/her scheduled shift is excused is when the employee furnishes proof of an emergency involving the employee or a member of his/her immediate family.





Unexcused Tardy: Tardiness for any reason not covered in the definition of “excused tardy.”

Excused Absence: When an employee notifies his/her supervisor at least 8 hours prior to the scheduled shift from which he/she will be absent and the foreman excuses the absence. The only situation in which an absence reported on the same day as the absence occurs will be excused is when the employee furnishes proof of an emergency arising with the employee or a member of his/her immediate family.

Unexcused Absence: Absence for any reason not covered in the definition of “excused absence.”

If it is necessary for you to be absent or late, you are required to notify your immediate supervisor. Unless completely impossible, the notification should be directly from the employee to his supervisor or other appropriate management as opposed to involving third parties (i.e. wives, husbands, etc.).

It is the employee’s responsibility to have his/her foreman/supervisor sign-off his/her card for excused absences or tardies, stating the reason for being excused. Any absence or tardy not signed-off by a foreman as excused prior to management checking the cards the morning following the shift in question, will be counted as unexcused.

During the weekends or when an assigned foreman/supervisor is unavailable, employees should contact the Main Office and leave an appropriate message regarding any absence or late arrival, including the employee’s name, date of absence or tardy, expected return date and/or time, reason for the absence or tardiness, and contact information where the employee can be reached.

If you should leave before the end of your scheduled shift without prior approval from your supervisor, it will be considered an absence.

Absences and tardies do not include periods of absence authorized by the Company under the Americans with Disabilities Act (ADA) or the Family and Medical Leave Act (FMLA). However, an employee seeking leave under the ADA or FMLA must comply with Company policies regarding these acts. Employees who fail to comply with these policies are subject to discipline.

Any employee that takes time off due to illness for more than two-(2) days must provide a written doctor’s note verifying the illness.

ANY EMPLOYEE WHO IS ABSENT FOR THREE (3) CONSECUTIVE DAYS WITHOUT NOTIFYING THE COMPANY AS SET FORTH ABOVE, UNLESS DOCUMENTED CIRCUMSTANCES MAKE IT PHYSICALLY IMPOSSIBLE TO NOTIFY



THE COMPANY, WILL BE CONSIDERED TO HAVE RESIGNED AND/OR ABANDONED HIS/HER POSITION.

RPM has adopted these standards of conduct to achieve the highest level of services for its clients. Nothing in this policy alters the employee's at-will status. Notwithstanding the provisions of this policy, RPM may terminate an employee at any time, without cause or notice, and even in the event of one violation of this policy or other Rule of Conduct.

### **3. PAID TIME OFF POLICY**

The Company allows for authorized paid time off (PTO) from work to **full-time hourly and exempt employees who have worked for the Company for the required length of time.** Regular full-time employees anticipated to work thirty (30) or more hours a week are eligible for PTO under this policy. **Part-time, Temporary and Contract employees/workers are not covered or eligible under this policy.** PTO can be used for vacation/PTO, personal time, personal illness or time off to care for dependents. Employees are accountable and responsible for managing their own PTO to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies or other needs that require time off from work. With management approval, employees may qualify for time off without pay. See the separate Leave of Absence Policy in this handbook for further information.

The Company may alter its PTO policy at any time.

The following PTO tiers will apply to all full-time hourly and exempt employees:

Initial eligibility: Eligibility to receive PTO will begin on January 1 after a full year's employment. For example, an employee hired on May 1, 2017 will achieve a full year of employment on April 30, 2018 and will be awarded PTO on January 1, 2019.

After 1 <sup>st</sup> year:	Forty (40) hours
After 2 <sup>nd</sup> year:	Eighty (80) hours
After 5 <sup>th</sup> year:	One hundred twenty (120) hours

PTO must be taken in increments of 4 hours.

#### **PTO Scheduling**

If an employee would like to request time off for vacation purposes, the employee is required to request the time off from his/her supervisor with fourteen (14) days' notice. Doing so enables the supervisor to make necessary adjustments to work schedules. The Employee's supervisor is responsible for determining the appropriate time frame for excused absences, based upon immediate circumstances and business needs. The Company reserves the right to determine PTO schedules, and to rearrange PTO schedules at any time as the business requires.



### PTO Carryover

PTO can be carried over for one year only. Any carried-over PTO hours that are not used during the one year carry-over period will be forfeited and lost. Carried-over vacation hours are counted first toward PTO taken.

### Impact of Termination on PTO

Employees who are terminated or leave voluntarily from the Company will not be paid out any unused PTO at termination.

## **4. PAID HOLIDAYS**

The Company recognizes the following days as holidays and will pay eligible regular full-time employees 8 hours at the employee's regular rate of pay for the following holidays:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Day

To be eligible for holiday pay, an employee must be regular full-time, must have been employed by the Company for at least 60 days, and must have worked the day before and the day after the respective holiday or have gotten prior approval from their immediate supervisor. Unless a customer's contract stipulates otherwise, any employee who actually works on any of the above listed holidays shall be paid 1.5 times their regular straight-time hourly rate for the hours worked on the holiday, in addition to the one (1) day of holiday pay at the employee's regular straight-time rate. **NOTE: Employees who are assigned to work on-site for any RPM client shall be paid (including for holidays, if any) according to the Company's agreement or contract with the client, subject to applicable state and federal laws.**

## **5. JURY DUTY**

It is Company policy to enable its employees to fulfill their civic obligations. If an employee is called to jury duty, the employee is requested to notify his or her supervisor or manager immediately. All full-time non-temporary employees who have completed their probationary period will be paid their regular wages while on jury duty (less amounts received



from other sources for the jury duty) up to a maximum of five working days each calendar year. The Company will consider additional pay for longer periods of service on a case-by-case basis.

Employees other than regular full-time employees will be provided time off for jury duty but are ineligible for compensation for time spent on jury duty.

The following guidelines also apply to jury duty:

1. Employees working days are not required to report back for work if dismissed from court duty at or after 12:00 noon. Employees dismissed before 12:00 noon are required to report to work and complete the work day. If an employee working the day shift is not scheduled to report for court duty until 1:00 p.m. or later, he will be excused from work in ample time to prepare for and report to the proper court on time.
2. Employees scheduled to work the second shift are not required to report for work on this shift if dismissed from court duty at or after 12:00 noon. If they are released before 12:00, they are expected to work their scheduled shifts.
3. Employees on the third shift will be excused on the shift immediately prior to such day in court. Such employees dismissed from court duty after 8:00 p.m. will be excused from work the same as though they were scheduled to be in court the following day.

Employees are required to furnish proof from the court of such services, showing the date and time served and amount paid for their services.

## **6. FUNERAL LEAVE**

Employees will be provided with a maximum of two (2) working days off, with pay, in the event of a death in your immediate family. For purposes of this policy, immediate family is defined to include: current spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

Funeral pay will not be credited towards hours worked with respect to overtime payment. Pay for funeral leave is computed at 8 hours of straight time pay per day of work missed.

## **7. MILITARY LEAVE**

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.



The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation may be used for this leave if the employee chooses. Military orders should be presented to your supervisor and/or Human Resources and arrangements for leave should be made as early as possible before departure. Employees are required to give advance notice of their service obligations to the company unless military necessity makes this impossible. You must notify your supervisor and/or Human Resources of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from the HR Office.

## **8. LEAVE OF ABSENCE POLICY**

### **Personal Leave of Absence**

The following will apply to personal leaves of absences:

Definition - A personal leave can be for any reason, and, at its sole discretion, the Company, without giving any reason, may or may not grant the leave.

Eligibility - Employees who have been employed for a minimum of one year are eligible for a personal leave of absence.

Length of leave - Depending on the time of year, a personal leave of absence may be granted for a period of time not to exceed one week. The leave may be extended for up to an additional one week due to special circumstances, as determined on an individual basis by the immediate supervisor and upper management.

Frequency of Leave - Only 1 personal leave of absence will be granted per 2 years of employment.

All personal leaves of absence will be unpaid.

Please contact the HR Office regarding any questions or requests for Personal Leave.

### **Family and Medical Leave Act Policy**

The Company is required to comply with the Federal Family Medical Leave Act of 1993 (FMLA). The Company reserves the right to designate FMLA leave as needed to any eligible employee and to require employees to use first all available paid time off as qualifying FMLA time toward the 12 week limit.\*



Eligibility: An employee is eligible for FMLA leave if the employee (1) has worked for the Company for at least 12 months; (2) has worked at least 1,250 hours over the 12 months prior to the commencement of the leave; (3) has not used all available FMLA leave in the 12 months prior to the commencement of leave and (4) has a qualifying event.

Qualifying Event. Under the FMLA, leave may be taken for any one, or for a combination, of the following qualifying events:

- To care for the employee's child after birth, or after the placement of a child with the employee for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a serious health condition;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth or workers' compensation leaves) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any qualifying exigency arising out of the fact that a employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of a contingency operation.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, prenatal medical care, or childbirth, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Amount of Leave. Eligible employees may take up to 12 weeks of leave during a rolling 12-month period. The 12-month period is determined by measuring backward from the date an employee takes any FMLA leave. Spouses who are both employed by the Company, and who request FMLA leave for the birth, adoption, or foster care placement of a child with the employee, are eligible for a combined 12 weeks between the two employees. In other words, both employees



continue to be eligible for 12 weeks of FMLA leave apiece, but may only take 12 weeks between them for this event.\*

If the leave is for birth, adoption or foster placement of a child with the employee, available leave can be taken before the birth or placement, or any time during the 12 months after the birth or placement. If the leave involves a serious health condition, leave can be taken on an intermittent or reduced schedule basis (rather than continuously) when medically necessary. Qualifying exigency leave may also be taken on an intermittent basis. If necessary, an employee taking intermittent leave may be temporarily transferred to another position that better accommodates the intermittent or reduced schedule leave.

Injured Service Member Leave. The Family and Medical Leave Act also provides additional leave time for the care of a family member who served in the Armed Forces. Under the FMLA, an eligible employee may take up to 26 weeks of FMLA leave to care for a spouse, son, daughter, parent or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is:

- undergoing medical treatment, recuperation, or therapy for a serious injury or illness sustained in the line of duty while on active duty that renders the servicemember medically unfit to perform duties of the member's office, grade, rank or rating; or
- in outpatient status or on the temporary disability retired list for a serious injury or illness sustained in the line of duty while on active duty that renders the servicemember medically unfit to perform duties of the member's office, grade, rank or rating.

The 26 weeks of leave to care for an injured or ill service member is a one-time entitlement that is only available during a single 12-month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured or ill servicemember. The 26 weeks of leave may be taken intermittently or on a reduced leave schedule, but only if medically necessary. Documentation by a healthcare provider will be required for all requests for leave under this policy.

Employer Notices. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if non-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to the employee. In all cases where leaves qualify for FMLA protection, the Company and the employee can mutually agree that leave be retroactively designated as FMLA leave.





Employee Notice. To trigger FMLA leave protections, employees must inform the Company of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or providing enough information about the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. Merely calling in “sick”, without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave. Employees must respond to the Company’s questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. If an employee receives FMLA leave, and later requests additional leave for the same FMLA-qualifying reason, the employee must tell the Company that they are requesting leave for the same reason as their previous FMLA leave.

Timing of Employee Notice. If the reason for the FMLA leave is foreseeable (such as the birth of a child or planned surgeries), the employee must give the Company 30 days’ notice. If the need for leave is not foreseeable; the employee is expected to notify the Company as soon as practicable under the facts and circumstances of the particular case. Notice to the Company is accomplished by completing a Request for Leave of Absence form, which is available from the Human Resources Department. Employees who fail to give 30 days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Medical Certification. If the reason for the leave involves a serious health condition, the employee will be provided with a Certification of Health Care Provider that must be completed by his or her physician (or the physician of the family member who has a serious health condition) and returned to the Human Resources Department within 15 calendar days, unless it is not practicable to do so despite an employee’s diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

If an employee provides at least 30 days’ notice of medical leave, he or she should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year. If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company’s expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

With the employee’s permission, the Company (through individuals other than an employee’s direct supervisor) may contact the employee’s health care provider to authenticate or



clarify completed and sufficient medical certifications. If the employee chooses not to provide the Company with authorization allowing it to clarify or authenticate certifications with the employee's health care provider, the Company may deny FMLA leave if certifications are unclear.

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

Certification Supporting Need for Military Family Leave. Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military members, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies relating to a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by an employee set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

Benefits While on Leave: The Company will provide the employee with a written explanation of the status of pay and benefits at the start of the leave. FMLA leave is usually unpaid; however, the Company may require an eligible employee to use earned vacation, during the absence. The Company will maintain the employee's health benefits while they are on an approved FMLA leave provided the employee makes his/her regular, monthly contributions to the plan. Failure to pay premiums may result in lapse of coverage. Failure to return to work when the FMLA leave entitlement is exhausted may result in a lapse in coverage. Benefits such as vacation may not accrue during all or a portion of FMLA leave, as specified in the Company's policies regarding those respective benefits. Contact the Human Resources for specific details on continuing benefits while on leave.

Returning from Leave: Employees should notify The Company of his or her intent to return to work two weeks prior to the anticipated date of return, as well as any medically necessary changes in the date of return. Employees returning from a medical FMLA may be required to present a medical certification that he or she is fit to resume work. Failure to provide a medical certificate of fitness for duty may result in a denial of job reinstatement until medical certificate



release is provided. If an employee has been medically released to return to work and fails to report to work or call in with a satisfactory explanation, the Company will treat this as a voluntary resignation.

Please contact Human Resources if you have any questions about FMLA leave.

## **9. MEDICAL INSURANCE AND 401K ACCOUNT**

The Company pays for eighty (80) percent of employee individual coverage. The remaining twenty (20) percent of employee individual coverage as well as one hundred (100) percent of dependent coverage are the responsibility of the employee. The effective date of insurance is the 15th (for enrollment and termination) of each month. The Company pays insurance on monthly basis, but the employee's portion of the premium is deducted from his/her payroll check on a weekly basis. Upon termination of employment, the Company will deduct sufficient premium from the employee's last paycheck to pay the employee share for the remainder of the covered period.

NOTE: If you do not enroll for insurance at the time of eligibility then you will have to wait until January 1st or July 1st to enroll.

**VOLUNTARY INSURANCE** — Dental and Vision coverage is available at employee's expense. Effective date is the 1st of each month (for enrollment and termination), Company pays month in advance but payroll deducts on weekly basis. Upon termination of employment, the Company will deduct sufficient premium from the employee's last paycheck to pay the employee share for the remainder of the covered period.

**401K RETIREMENT ACCOUNT** — Presently funded by employee contributions only and not Company matched. You are eligible for 401K after 1 year anniversary. You have two opportunities to enroll in the 401K plan: January 1<sup>st</sup> and July 1<sup>st</sup>.

## **10. VOTING TIME**

The Company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her two consecutive hours to vote while polls are open, will be granted reasonable time off to vote. This time off will be unpaid.

Notify your supervisor of the need for voting leave as soon as possible. We reserve the right to select the hours you are excused to vote.



## **IV. WAGES AND PAY**

### **1. PAYCHECKS AND PAYDAYS**

Funds are not available until Friday for the pay period ending the prior week. If a holiday falls on Friday, pay day shall be on Thursday.

Second (night) shift will be paid on Thursday during shift. Third shift will be paid on Friday morning during their shift.

Any irregularities, omissions, or incorrect amount on payroll checks must be reported to the office as soon as possible. Any discrepancies on your payroll check that are a result of your own negligence will be corrected no later than the next week's payroll. The Company will try to correct its own mistakes, if any, as soon as possible.

There are 3 ways in which to receive your wages:

Direct Deposit: Your funds will be issued electronically.

Pick Up: You may pick up your check on Thursday after 2:00 pm.

Mailed: Your check will be mailed to you on Wednesday. We are not responsible for the mail so no replacement checks will be issued until Monday afternoon. If you ask the Company for a replacement check, your previous payroll check will be canceled.

We will not release your paycheck to anyone other than you, except with your written authorization. Remember also that we are required by law, and authorized by you, to make deductions from your paycheck.

You may voluntarily authorize in writing additional deductions from your paycheck for your contribution to our benefit plans and other items permitted by our Company. It is your responsibility to be certain that all such deductions are correct.

### **2. EMPLOYMENT CLASSIFICATIONS**

At the time you are hired, you are classified as either regular full-time, part-time or temporary. You may also inquire whether the position for which you are hired will qualify you for overtime pay (exempt or non-exempt). If you are unsure of which job classification your position fits into, please ask your supervisor.



**(a) Probationary Period**

Newly hired employees are on a “probationary basis” for the initial 60 days of employment. During this time, supervisors will observe new employees’ ability to perform the duties of their positions and new employees will be able to determine their interest in and satisfaction with their jobs. To successfully complete the trial employment period, new employees will need to become proficient in performing the duties and responsibilities of their positions and demonstrate a willingness and ability to follow RPM’s rules of conduct for its employees. Performance and conduct will be evaluated during this time and employees can be separated from employment at any time during the probationary period. Upon completion of the probationary period the Company will decide upon the employee’s continued employment. Employees are not eligible to participate in RPM’s benefit plans during the probationary period. Upon successful completion of the probationary period, full-time, non-temporary employees are eligible to participate in RPM’s benefit plans.

An employee’s at-will status does not change during or after the probationary period. All employees are considered to be employed by the Company “at will” and may be terminated with or without cause or notice solely at the Company’s discretion. The completion of a probationary period does not alter any employee’s status as an at-will employee.

In the event an employee is not retained by the Company, or quits his/her employment during or following the probationary period, the employee shall reimburse the Company for the full amount of the training costs incurred to train the employee during the training period. The Company shall obtain written authorization from the employee to make deductions from the employee’s paychecks to cover the cost of any such reimbursement.

**(b) Full-Time Employees**

An employee who is regularly scheduled to and does work at least thirty (30) hours per week is considered a full-time employee.

**(c) Part-Time Employees**

An employee who regularly works less than a regular thirty (30) hour workweek is considered a part-time employee. Part-time employees are not entitled to participate in the Company benefit plans and will only be compensated for hours worked.

**(d) Temporary Employees**

From time to time, the Company may hire employees for limited periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. Normally, a temporary position will not exceed ninety (90) days, unless



otherwise specified in writing. Temporary employees are not entitled to participate in the Company benefit plans and will only be compensated for hours worked.

(e) **“Non-Exempt” and “Exempt” Employees; Overtime and other Pay Guidelines**

At the time you are hired, all employees are classified as either “exempt” or “non-exempt.” This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty hours (40) per work week or as required by applicable state law. These employees are referred to as “non-exempt” in this Handbook. This means that they are not exempt from certain Fair Labor Standards Act rules and, therefore, should receive overtime pay.

Generally, exempt employees are managers, executives, supervisors, professional staff, technical staff, outside sales representatives, officers, directors, owners and others whose duties and responsibilities allow them to be “exempt” from overtime pay provisions as provided by the Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you typically will be advised that you are in this classification at the time you are hired, transferred or promoted. Exempt employees are not eligible for and will not receive overtime pay for hours worked over 40 in a workweek.

Non-exempt employees will receive overtime pay on a daily basis for all hours worked over 8 hours in a day Monday through Friday, at one and a half times the employee’s regular rate of pay, **unless a customer’s contract stipulates that daily overtime is not allowed (in which case the non-exempt employee will be paid one and a half times the employee’s regular rate of pay for all hours worked over 40 in a workweek)**. All overtime hours must be approved in advance by your supervisor. **NOTE: When a customer’s contract does not provide for daily overtime pay for hours worked over 8 hours in a day Monday through Friday, overtime will be based on actual hours worked plus any paid holiday hours during the workweek, subject to applicable state and federal law and RPM’s policies herein, but benefit hours such as vacation or funeral leave will not count towards hours worked or overtime.**

For non-exempt employees in the shop and field areas, all hours worked on Saturday shall be at one and a half times the regular straight hourly rate of pay, and all hours worked on Sunday shall be at one and a half times the regular straight hourly rate of pay. The only time the Company pays double time is when the customer pays premium overtime.

Any non-exempt hourly employee working on any of the holidays specified as paid holidays herein shall be paid one and a half times the employee’s regular straight time hourly rate for the hours worked, in addition to one day of holiday pay per the terms of the Paid Holiday policy herein.





Any non-exempt employee requested by the Company to make a shift change during the workweek shall be compensated an additional total of two (2) hours pay at his/her regular hourly rate of pay.

Non-exempt employees assigned to work the second shift shall receive an additional fifty cents on their regular straight time hourly rate of pay. Non-exempt employees assigned to work the third shift shall receive an additional one dollar on their regular hourly rate of pay.

Any non-exempt employee called out to work outside his regular work hours shall be compensated for no less than four (4) hours pay at his regular straight time hourly rate of pay, with no differential.

On any given work day, Monday through Friday, employees shall work the required hours of schedule set forth by RPM at that time at his/her regular rate of pay before overtime begins, **unless a customer's contract stipulates otherwise.** **NOTE:** Employees who are assigned to work on-site for any RPM client shall be paid according to the Company's agreement or contract with the client, subject to applicable state and federal laws.

An employee's time record provides the basis for payroll calculations. In order to provide for an orderly system in recording your hours of work and to ensure that you are paid correctly, each employee is issued a timecard. The card is to be punched whenever reporting for work and before leaving work for the day. All employees are personally responsible for accurately recording the time they work each day.

The following points will govern the use of timecards:

Each employee must punch his own time card. Punching in or out for another employee is strictly prohibited and may lead to disciplinary action, up to and including termination.

If a time clock is not functioning, the employee must report his or her time to the supervisor, who will record and verify the time worked on the employee's time card with the employee's acknowledgement.

**NOTE:** Abuse of time clock management could result in disciplinary action. You must report any time that you perform services for the Company; "working off the clock" is never permitted. If your supervisor requests you to work without reporting the time, please report the matter immediately to Human Resources or the Operation Manager. There will be no retaliation for any such report. You should not work overtime without the approval of your supervisor. Falsification or misrepresentation of time worked for yourself or another employee or allowing employees to work while not clocked in may result in disciplinary action. Lunch breaks or other periods where the employee is absent from work and relieved of duty for thirty minutes or more will not be counted as time worked and must be reflected on the time sheet. Breaks are permitted only as scheduled or as approved by your supervisor.





**(f) Travel for On-Site Work**

All employees must be available to travel for on-site work as requested by Management. Refusal to travel and perform on-site work when requested by Management will result in disciplinary action, up to and including termination.

**3. APPRENTICESHIP PROGRAM**

It is the policy of RPM to provide fair and equal promotion opportunities to all employees in accordance with all Equal Employment Opportunity laws and regulations. RPM maintains an apprenticeship program for those employees who wish to obtain additional skills and training. The training of employees in the apprenticeship program shall be the responsibility of supervision. Additional training is provided thru school programs discussed under the section titled "Educational Assistance" and with affiliations that have nationally approved apprenticeship programs. It is suggested that employees entering the apprenticeship program and journeyman craftsman should have safety equipment and the following minimum tools:

**MACHINIST APPRENTICE (FIELD)**

- Tool Box
- Combination End Wrench 3/8" to 1-1/4"
- 1/2" & 3/8" Drive Socket Set Indicator
- 6" & 12" Scale
- 1 Small Ball Peen Hammer
- 1-4 Lb. Sledge Hammer
- Chisel & Punch Set
- Hacksaw
- Smitty Set Allen Wrenches
- Set Crescent Wrenches 6" & 12"
- Pipe Wrench 12"
- Channel Locks
- Wire Cutters
- 0" to 1" Micrometer
- 1 Set Screw Drivers
- Torpedo Level

**MACHINIST JOURNEYMAN (FIELD)**

- Tool Box
- Combination End Wrench 3/8" to 1-1/4"
- 1/2" Socket Set to 1-1/4"
- 3/8" Socket Set
- Indicator
- 6" & 12" Scale
- 1 Small Ball Peen Hammer



1- 4 Lb. Sledge Hammer  
Chisel & Punch Set  
Hacksaw  
2 Smitty Set (Large & Small)  
1 Set Allen Wrenches  
Set Crescent Wrenches 6", 10", 15"  
Pipe Wrench 6" & 14"  
Channel Locks  
Wire Cutters  
Feeler Gauges  
0" to 1" Micrometer  
1 Set Screw Drivers  
1 Heal Bar or Pry Bar  
Torpedo Level

#### **MACHINIST APPRENTICE (SHOP)**

Tool Box  
3/8" to 1/2" Socket Set  
0" to 1" Micrometer  
12' Tape  
Hacksaw  
1 Set Telescoping Gauges  
Ball Peen Hammer  
Punch & Chisel Set  
Combination Sq. Set  
Inside/Outside Calipers  
1 Pair Dividers  
8" & 12" Crescent Wrenches  
Dial Indicator  
1 Magnetic Base  
Set Comb. Wrenches to 1-1/4"  
Set of Allen Wrenches to 1/2"

#### **MACHINIST JOURNEYMAN (SHOP)**

Same as Apprentice Plus  
0" to 3" Micrometers  
Inside Micrometers to 12"  
Small Hole Gauges  
Debur Tools  
Last Word Indicator  
Thread Gauges  
Machinist Handbook



Feeler Gauges  
Scribe  
Center Gauge  
Soft Mallet

**WELDER APPRENTICE & JOURNEYMAN**

Tool Box  
Welding Hood  
Burning Goggles  
4 Lb. Hammer  
Ball Peen Hammer  
Center Punch  
12" Crescent Wrench  
Channel Lock Pliers  
Combination Set (Tri-Square)  
6' to 12' Tape Rule  
Smitty Set  
Torpedo Level



## **V. SAFETY IN THE WORKPLACE**

### **1. SAFETY STATEMENT**

Our policy will be to conduct all operations safely to prevent injuries to persons and damage to property. It is an employee's right to expect that a work place is provided with the proper machines and equipment to do the job safely. We consider the safety of our personnel to be of prime importance and expect your full cooperation in helping make RPM a safe place to work.

All jobs can be performed efficiently and safely, and we urge you to make accident prevention a part of your job. It is the duty of each employee to comply with all standard rules and regulations. Report any unsafe devices or working conditions to your supervisor immediately. Your safety and good health on the job depend on each employee doing his or her part.

### **2. OSHA REGULATION**

To ensure that information about the dangers of all hazardous chemicals used by RPM are known by all affected employees, there is a Hazard Communication Program, a copy of which can be reviewed by any interested employee in the shop office.

In compliance with OSHA (Occupational Safety & Health Administration), there is a notice posted in the employee break room concerning access to employee exposure and medical records. A copy of this notice can also be obtained from the shop office.

Also in compliance with OSHA, there is a Health and Safety Orientation Training Manual to educate all employees on the safe use and handling of chemicals in the work place. Employees should see his/her supervisor with any questions regarding the Health & Safety Orientation.

### **3. ACCIDENT AND INJURY PROCEDURE**

#### **Injured Noticed on Premises**

When an employee becomes aware that he has been injured while on RPM property, he should do the following:

1. Immediately locate his immediate supervisor, if available. If the employee is unable to locate his immediate supervisor, he should locate another supervisor or someone in a management position. A supervisor must be notified before the employee leaves the premises to seek medical attention or go home.

2. If the employee's health or physical condition will not be in jeopardy without immediate medical attention, an Employee's Report of Injury form must be completed with his supervisor before leaving the premises.



NOTE: If the employee requires immediate medical attention, the Employee's Report of Injury form is to be filled out by the supervisor immediately upon the employee's return to RPM. If the employee does not return that same day, follow the instructions below under "Injury Requiring Absence of More Than 1 Day".

3. Whether or not medical attention is required in relation to a work-related injury, the employee must fill out a Follow-Up Report before 9:00 AM the day the employee returns to RPM after treatment, or immediately if no treatment is required.

NOTE: Whenever an employee receives a work-related injury that requires medical attention, the employee's pay stops the moment the employee leaves the premises. RPM does not pay for time spent in a medical facility.

### Injury Requiring Absence of More than 1 Day

If serious injury causes the employee to be away from RPM longer than 1 day, the supervisor must fill out the Employee's Report of Injury to the best of his ability and turn it in before 9:00 AM the day following the injury.

The employee will be contacted by RPM whenever needed to obtain information and/or signatures required for injury and insurance forms. The day the employee returns, he must report to the Personnel office before 9:00 AM to make sure that all of his paperwork is complete and signed as needed.

### Eye Injuries

Any eye injury is considered to be due to employee carelessness. This is because RPM at all times provides OSHA approved face shields, safety glasses, safety glasses with side shields, and mono goggles. It is also required that these protective devices be used under certain conditions. If there is any doubt as to whether an employee should take such precautions, please take the precaution and use the proper protective device.

### Emergencies

For most emergencies, your instructions are to notify your supervisor as soon as possible. This applies primarily to equipment failure or employee injury. If you notice unauthorized strangers, or suspect unlawful entry onto Company property, contact any available supervisor at once.

### Evacuation Plan

In the event any building must be evacuated, it is important to know who was in the building prior to evacuation. Management will designate the place for employees to congregate



after an evacuation to determine that everyone is out of the building. Each supervisor should have a copy of the current work schedule and will be responsible for assuring that all of his employees safely exit the building and congregate at the appointed area. Floor plans of each building indicating exits, windows, and fire fighting equipment will be posted where they can be easily located and used.

#### Fire Safety

In case of fire, notify any supervisor that is immediately available. If none is available, contact the shop office or the front office and tell them exactly where the fire is located. They will contact the First Department and give orders to evacuate the building over the intercom if necessary. Follow your supervisor's instructions and meet in the appointed area.

#### Machinery

Do not operate any machinery without being authorized to do so by the supervisor in charge of the equipment.

Do not repair or service electrical equipment without the permission of the supervisor in charge of the equipment. Call Maintenance for help.

#### **4. VIOLENCE IN THE WORKPLACE & WEAPONS POLICY**

The Company does not tolerate violence in the workplace. "Workplace violence" is defined to include: (1) physically aggressive, violent or threatening behavior, such as attempts to instill fear in others or intimidation; (2) threats of any sort; (3) any other behavior that suggests a tendency toward violent behavior. Such behavior includes, but is not limited to excessive arguing, profanity, threats of sabotage, belligerent speech or a demonstrated pattern of insubordination and refusal to follow Company policies and procedures; (4) causing physical damage to Company facilities or defacing Company property; (5) bringing firearms or weapons of any type or kind onto Company property, in Company parking lots, or while conducting Company business. Pursuant to Section 30.06, Penal Code (trespass by holder of license to carry a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (concealed handgun law), may not enter Company property with a concealed handgun

If an employee becomes aware of or observes any of the above referenced behavior or actions by a co-worker, consultant, customer, third party vendor, visitor, or anyone else, he/she must notify his/her supervisor. In addition, employees should notify their supervisor or the HR Office if they are aware of any restraining orders that are in effect, or of the existence of any other non-work related situation with the potential to erupt into workplace violence.

All reports of violence in the workplace will be taken seriously and will be investigated. To the extent possible, the Company will keep the identity of the reporting employee confidential.



However, under certain circumstances, the Company may need to disclose the reporting employee's identity (for example, to protect that individual's safety). The Company will not tolerate retaliation in any form against an employee who makes a report of workplace violence.

If, after an investigation, the Company determines that workplace violence has occurred, appropriate corrective action will be taken, and discipline will be imposed on the offending employee(s). Violators of this policy are subject to immediate disciplinary action up to and including termination. If a non-employee is responsible for the violent activities, the Company will take corrective action to the extent possible to ensure that such behavior is not repeated.

## **5. CONCEALED WEAPONS**

Unauthorized possession, use or sale of weapons, firearms, or explosives on work premises, in Company vehicles, or on while on duty is forbidden. Employees with a concealed handgun license may store firearms in locked personal vehicles on Company parking lots but are not allowed to carry such firearms into the Company premises or onto any other property or premises where prohibited by law, including certain client sites. Pursuant to Section 30.06, Penal Code (trespass by holder of license to carry a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (concealed handgun law), may not enter Company property with a concealed handgun. Violations of this policy may result in disciplinary action, including dismissal.

## **6. VEHICLE POLICY**

Company trucks are to be left on Company property whenever they are not in use for Company purposes.

No employee will use a Company truck after working hours without written permission from the Shop/Field Manager. After obtaining written permission for personal use of a Company truck, the employee is expected to make sure that the truck is FULL of gas (at RPM's expense) and then, upon returning, the truck tank is expected to be FULL (at the employee's expense). The truck is also expected to be washed and cleaned inside and out. Any employee failing to follow this procedure will permanently lose the privilege of using a Company truck for personal use.

The last employee that drives a Company truck each night is responsible for locking up the truck.

Company trucks are to be locked up INSIDE the gate each night.

The keys to the Company trucks are to be kept in the Shop Office.

Any damage done to a Company truck when used by the employee for personal business will be paid for by the employee.





It is the employee's responsibility to make sure he has a valid driver's license on his person whenever he drives any Company vehicle. If he has lost it or had it revoked, he is required to inform his supervisor BEFORE he drives a Company vehicle.

Unless they have received prior authorization, employees will not run personal errands while using a Company vehicle assigned to the individual for business purposes.

Smoking is prohibited in Company vehicles.

**EMPLOYEES ARE PROHIBITED FROM USING HAND HELD CELL PHONES WHILE COMPANY VEHICLE IS IN MOTION, OR WHILE DRIVING ON DUTY FOR THE COMPANY.** Anyone caught not complying is subject to disciplinary action, up to and including termination.

## **7. DRUG-FREE WORKPLACE POLICY**

### **a) Purpose of the Program**

The Company is committed to maintaining a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. The Company has a vital interest in maintaining safe and efficient working conditions for its employees, as well as protecting its reputation in the community. To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment and operations, the Company has established this Drug-Free Workplace Policy (the "Policy") concerning the use of alcohol and drugs. As a condition of continued employment with the Company, each employee must abide by this Policy.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose to the Company underlying medical conditions unless directed to do so.

### **b) Prohibited Conduct**

The prohibitions of this section apply whenever the interests of the Company may be adversely affected, including any time the employee is: (1) on Company premises; (2) conducting or performing Company business, regardless of location; (3) operating or responsible for the operation, custody or care of Company equipment or other property; or (4) responsible for the safety of others.



### c) Prohibited Acts Subject to Discharge

The following acts are prohibited and subject an employee to discharge:

- Consuming or being under the influence of alcohol while on company premises, customer premises, or in company vehicles;
- The use, possession, purchase, sale, manufacture, distribution, transportation or dispensation of any illegal drug or other controlled substance;
- Being under the influence of any illegal drug or other controlled substance;
- The abuse of any legal drug;
- The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with the law;
- Working while impaired by the use of a legal drug whenever such impairment might:
  - Endanger the safety of the employee or some other person;
  - Pose a risk of significant damage to Company property or equipment;
  - Substantially interfere with the employee's job performance or the efficient operation of The Company's business or equipment.

### d) Disciplinary Action

#### i. Discharge for Violation of this Policy

A first violation of this Policy will result in immediate discharge whenever the prohibited conduct:

- Causes injury to the employee or any other person, or in the sole opinion of management endangered the safety of the employee or any other person;
- Results in significant damage to Company property or equipment, or, in the sole opinion of management, posed a risk of significant damage;
- Involves the sale or manufacture of illegal drugs or other controlled substances;
- Involves the possession, distribution, or dispensation of illegal drugs or other controlled substances or alcohol in a quantity greater than for personal use;
- Involves an employee who has not completed the training period or is a casual, seasonal, or temporary employee.

#### ii. Discretion Not to Discharge

In circumstances, other than those described above, the Company, in the sole discretion of management, can choose not to discharge an employee for a first violation of this Policy if the employee satisfactorily completes participation in an approved drug- or alcohol-abuse assistance or rehabilitation program.



An employee who is not discharged for a first violation of this Policy will receive a final written warning and immediate suspension without pay for a period of three (3) calendar days.

iii. Effect of Second Violation

A second violation of this Policy at any time will result in immediate discharge.

iv. Effect of Discharge on Eligibility for Rehire

Employees who are discharged for a violation of this Policy may not be eligible for rehire by the Company.

**e) Use of Legal Drugs**

The Company recognizes that employees may, from time to time, be prescribed legal drugs that when taken as prescribed or according to the manufacturer's instructions may result in their impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to Company property or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work and must contact his or her supervisor immediately once the employee realizes that he or she will not be able to report to work. To accommodate the absence, the employee may use accrued PTO.

The employee may also contact Human Resources to determine whether he or she qualifies for an unpaid leave of absence, such as family-care or medical leave. Nothing in this Policy is intended to sanction or encourage the use of accrued PTO to accommodate absences due to the abuse of legal drugs. Furthermore, nothing in this Policy is intended to diminish the Company's commitment to employ and reasonably accommodate qualified disabled individuals. The Company will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability and who because of their appropriate use of such drugs cannot perform the essential functions of their positions adequately or safely.

**f) Drug Testing**

i. Pre-Employment

As part of the Company's employment screening process, any applicant to whom an offer of employment is made must pass a pre-employment test for controlled substances. The offer of employment is conditioned upon a negative test result. Applicants will be informed of the Company's drug testing policy in the employment application. Refusing to take the pre-



employment drug test, altered or inconclusive test results will disqualify any candidate from employment.

ii. Reasonable Suspicion and For Cause Testing

Employees are subject to testing based on (but not limited to) observations by the supervision of apparent workplace use, possession, or impairment. The manager or supervisor must document his/her specific observations of the employee and the employee's behaviors that create a reasonable suspicion that the person is under the influence of illegal drugs or alcohol. The manager or supervisor should then confront the employee with the documentation, and must consult Human Resources, the President, and/or the General Manager of the Company before sending an employee for testing. Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of supervision/management must escort the employee; the supervisor/manager will make arrangements for the employee to be transported home.

iii. Post-Accident Testing

If drugs and/or alcohol are reasonably suspected to have caused or contributed to an employee-involved accident, the employee will be requested to take a drug and/or alcohol test. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle or machinery is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner. Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of supervision/management must escort the employee; the supervisor/manager will make arrangements for the employee to be transported home. If an employee refuses to cooperate with the administration of the drug and/or alcohol test, the refusal will be handled in the same manner as a positive test result and is grounds for immediate termination.

**g) Confidentiality**

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations are kept confidential to the extent required by law and are maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim, or other legal proceeding initiated by or on behalf of an employee or applicant.



## **VI. MISCELLANEOUS PROVISIONS**

### **1. EVALUATIONS**

The Company expects its employees to perform their assigned duties to the best of their abilities, according to the directions of their supervisors, the Company's policies and procedures and the standards and responsibilities outlined for the respective job descriptions.

Employees' performance will be evaluated by their immediate supervisor at least once a year. RPM will make a good faith effort to evaluate employees within one year of their anniversary date and at least once during each year of employment thereafter. Evaluations will be used in determining promotions, salary increases, and other employment actions, such as pay cuts, demotions and terminations.

### **2. RESIGNATIONS**

In the case of voluntary resignation (quitting), the Company requests that an employee provide written notice a minimum of ten (10) business days prior to resignation. This will allow for adjustment in work schedules as well as enabling the Company to have final pay available, including pay for unused accrued vacation. Failure to provide notice of termination will result in forfeiture of accrued vacation pay. If you resign the day after a paid holiday or your notice period ends on a paid holiday, you will not receive holiday pay for that holiday.

Please remember to keep the Company informed of any change of address you may have prior to receiving your statement of earned wages (W-2 Form) final.

### **3. NO SENIORITY SYSTEM**

Seniority is irrelevant as a basis for any management decisions regarding employees. This includes night shift assignments and vacation time allotments.

### **4. EMPLOYEE PHONE NUMBERS**

It is a requirement for employment at RPM for all employees to have a telephone at their residence. Due to RPM being on-call 24 hours a day for customer repairs, we must be able to reach all employees at all times. It will be the responsibility of each employee to keep his or her CURRENT phone number on file at RPM. Any employee failing to do so may be disciplined, up to and including termination.

The employee phone list will be regularly updated and available to all employees.



## **5. PERSONNEL RECORDS**

It is the employee's responsibility to promptly report any changes in personal status to the Personnel Department. If there is any doubt as to whether the change is significant, the employee is expected to check to ensure that all needed information is current at all times. Any negligence regarding this matter may cause improper processing and/or delays of insurance claims as well as other inconveniences such as incorrect income tax withholdings.

Some examples of information that require notification of changes are as follows:

Address

Phone Number

Person To Notify In Emergency

Marriage Status

Children

Insurance Beneficiary

Driver's License Status

## **6. COBRA**

COBRA stands for the Consolidated Omnibus Budget Reconciliation Act of 1985. It requires that most employers sponsoring group health plans, offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain circumstances where coverage under the plan would otherwise end. Employees can obtain a notice explaining their rights and obligations under this act from the HR Office.

## **7. SOCIAL SECURITY**

RPM shares equally with you the cost of Social Security contributions, which provide liberal benefits for you and your family. Social Security taxes must be deducted from your checks as required by law. Benefits provide for retirement income, disability income, funeral expenses, survivor benefits, and Medicare programs.

## **8. EDUCATION ASSISTANCE PROGRAM**

All full-time non-temporary employees who have been employed with the Company for at least one year are eligible for RPM Education Assistance Program. RPM will reimburse



employees for tuition for classes taken, provided that the class has been pre-approved by management, is work-related, and that the employee receives a passing grade for the class. A copy of the report card for the class, showing a passing grade, must be provided to RPM before any reimbursement will be made. Books and other class materials are the employee's responsibility.

#### **9. FRONT OFFICE ACCESS**

All Shop and Field Employees entering the Front Office area must have authorization from their supervisor before entering the Front Office. This includes Shop Floor Employees who are paged by the Front Office staff and requested to report to the Front Office.

Failure to abide by this policy may result in disciplinary action, up to and including termination.

Due to the nature of their work, maintenance workers assigned to clean the Front Office area on any particular day are specifically excluded from this policy.

#### **10. PERSONAL PROJECTS**

Personal projects (such as auto repair) can be done on Company property with written approval from the employee's supervisor or upper management. Use of any Company supplies is acceptable for personal use only (not for friends, relatives, etc.).

NOTE: If RPM is closed, it should not be used as a meeting place.

#### **11. USE OF PERSONAL VEHICLES**

Employees are not to use their own personal vehicles for any RPM business, unless authorized by the Company. If authorization is granted, the employee must provide a copy of his/her proof of insurance to the HR Office before embarking on Company business.

Safe and cautious driving on RPM property should be practiced at all times. Dangerous or negligent driving on or around RPM property that endangers anyone will not be tolerated. Discipline, up to and including termination of employment, may result.

RPM is not responsible for any loss, theft or damage to personal property (including vehicles).





**EMPLOYEE ACKNOWLEDGEMENT FORM REGARDING  
RECEIPT AND REVIEW OF EMPLOYEE HANDBOOK**

I acknowledge receipt of the RPM Services Inc.'s Employee Handbook of company policies and procedures. I understand that the Handbook, including the policies and procedures set forth in the Handbook, are subject to change, modification, addition and revision without advance notice. I further understand that my employment at the Company is on an at-will basis, meaning that either I or the Company may terminate my employment at any time with or without cause or prior notice. I understand and acknowledge that no contract of employment, either express or implied, is created by the Handbook, including the specific policies and procedures set forth in the Handbook. I also understand and acknowledge that no manager, supervisor, or representative of the Company has authority to enter into any oral or written agreement of employment for any specified period of time, or to make any agreement contrary to the employment at-will relationship.

I have read and understand the policies, rules and regulations contained in the Handbook. I agree to comply with and follow these rules, regulations and policies during my employment with the Company.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**RPM SERVICES, INC.  
27920 HWY 288  
IOWA COLONY, TEXAS 77583**



## **AGREEMENT REGARDING CONFIDENTIAL INFORMATION**

Employee acknowledges the proprietary interest of the Company and its affiliates in all Confidential Information. "Confidential Information" means information of the Company and its affiliates that is treated as confidential and that is likewise not generally available within the industry, including without limitation information regarding the Company's (i) methods of operation, (ii) market data, (iii) proprietary computer programs and codes, (iv) drawings, designs, plans and proposals, (v) marketing and sales programs, (vi) information with respect to customers, including contact information, preferences and terms of business dealings with customers, (vii) historical financial information and financial projections, (viii) pricing formulae and policies, (ix) all other concepts, ideas, materials and information prepared or performed for or by the Company or its affiliates and (x) all information related to the business, products, purchases or sales of the Company or its affiliates or any of their respective suppliers and customers, other than information that is publicly available.

Employee agrees that all Confidential Information that he/she learns or creates during his/her employment with the Company or otherwise, whether developed by the Employee alone or in conjunction with others or otherwise, is and shall remain the exclusive property of the Company and/or its affiliates, as applicable. Employee further acknowledges and agrees that his/her unauthorized disclosure or use of any Confidential Information will result in irreparable injury and damage to the Company and its affiliates.

The Company is entitled to prevent the disclosure of Confidential Information. Employee agrees at all times, during employment and thereafter, to hold the Confidential Information in strict confidence, and not to disclose or allow it to be disclosed to any person, firm or corporation, other than to persons engaged by the Company to further the business of Company, and not to use it or allow others to use it, except in the pursuit of the business of Company, in each case without the Company's prior written consent.

If there is any termination or cessation of his employment for any reason, Employee shall promptly deliver to the Company all documents, data and other information derived from or otherwise pertaining to Confidential Information including electronic forms. Employee shall not take or retain any documents or other information, or any reproduction including electronic forms or excerpt thereof, containing or pertaining to any Confidential Information.

This policy seeks to protect the Company's Confidential Information. This policy does not intend to restrict any statutory right for employees to discuss their wages, hours, and other terms and conditions of employment for their mutual aid or protection.

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Employee Signature

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Date

**RPM SERVICES, INC.**  
**27920 HWY 288**  
**IOWA COLONY, TEXAS 77583**



## **AUTHORIZATION FOR DEDUCTION FROM WAGES**

I understand and agree that my employer, RPM Services Inc. (“RPM” or “the Company”), may deduct money from my pay from time to time for reasons that fall into the following categories:

1. my share of the premiums for the Company's group medical/dental plan;
2. any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by the Company;
3. if I receive an overpayment of wages for any reason, repayment to the Company of such overpayments (the deduction for such a repayment will equal the entire amount of the overpayment, unless the Company and I agree in writing to a series of smaller deductions in specified amounts);
4. the cost to the Company of personal long-distance calls I may make, or messages I may send, using Company phones (land lines or cell phones) or Company accounts, of personal faxes sent by me using Company equipment or Company accounts, or of non-work related access to the Internet or other computer networks by me using Company equipment or Company accounts;
5. the cost of repairing or replacing any Company supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from the Company during my employment (except in the case of misappropriation of money by me, I understand that no such deduction will take my pay below minimum wage, or, if I am a salaried exempt employee, reduce my salary below its predetermined amount)\*;
6. the cost of Company uniforms and of cleaning the uniforms (the Company will deduct only the actual price it pays for uniforms and cleaning costs);
7. the reasonable cost or fair value, whichever is less, of meals, lodging, and other facilities furnished to me by the Company in connection with my employment;
8. administrative fees in connection with court-ordered garnishments or legally-required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws;
9. advances on child support payments when my wages do not cover court-ordered garnishments during any period;
10. if I take paid vacation or sick leave in advance of the date I would normally be entitled to it and I separate from the Company before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered;
11. the value of any time off for absences to which paid leave is not applied (non-exempt salaried employees will have all such unpaid leave deducted from their salary, while exempt salaried employees will experience salary reductions only in units of a full day or week at a time, depending upon the exact nature of the absence, unless partial-day deductions are specifically allowed under federal law); and





**ACKNOWLEDGEMENT OF RECEIPT OF CHANGE TO COMPANY POLICY**

I acknowledge receipt of RPM Services Inc.'s Update to its Employee Handbook regarding the \_\_\_\_\_, a copy of which is attached hereto and is available online at [www.rpm-services.com](http://www.rpm-services.com). I understand that the Handbook, including the policies and procedures set forth in the Handbook, are subject to change, modification, addition and revision without advance notice. I further understand that my employment at the Company is on an at-will basis, meaning that either I or the Company may terminate my employment at any time with or without cause or prior notice. I understand and acknowledge that no contract of employment, either express or implied, is created by the Handbook, including the specific policies and procedures set forth in the Handbook. I also understand and acknowledge that no manager, supervisor, or representative of the Company has authority to enter into any oral or written agreement of employment for any specified period of time, or to make any agreement contrary to the employment at-will relationship.

I have read and understand the updated policy, as well as the policies and other information contained in the Handbook. I agree to comply with and follow these rules, regulations and policies during my employment with the Company.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date