

CONSTRUCTION RECRUITERS AMERICA STAFFING, INC. FIELD PERSONNEL HANDBOOK



ISSUED TO

DATE

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INTRODUCTION

Welcome to Construction Recruiters America Staffing, Inc. (CRAS)

Welcome to the CRAS team, we are happy you have joined our crew and look forward to working with you. You (the crew) are employed at one of the most reputable skilled tradesmen staffing agencies in the US. Such status comes with certain commitment and expectation, and you will be expected to maintain the high standards set by us.

Corporate Annual Office Closure/ Standard Hours of Operation

The Company Corporate Headquarters Standard hours of Operation are Monday – Friday 8am-4pm EST.

Annual office closure are as follows:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

In the event a Holiday falls on a weekend, observance will be on the Friday prior.

In the event of an emergency not within business hours contact 561-660-4846 for immediate assistance.

Employee Classifications

The following terms are used to describe employees and their employment status:

Full-Time Employee – Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a 30+ hour work week.

Part-Time Employee – Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 30 hours per week.

Temporary Employees – Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are period of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment (see Employment at-will policy). Temporary employees retain that status unless and until notified in writing of a change.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.

Employee Handbook

This employee Handbook is designed to summarize certain personnel policies and benefits of Construction Recruiters America Staffing, Inc. (CRAS) and to acquaint employees with many of the rules concerning employment with the company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This handbook supersedes all previous employment policies, written and

oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This employee handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate them when, in its discretion, it determines it is appropriate.

Changes in Policy

Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.

With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by CRAS and you may not rely on policies that have been superseded.

If you are uncertain about any policy or procedure, please check with your manager.

Equal Employment Opportunity (EEOC)

Construction Recruiters America Staffing, Inc. (CRAS), provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, Construction Recruiters America Staffing, Inc. (CRAS), complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Construction Recruiters America Staffing, Inc. (CRAS), expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status.

In carrying out commitment to equal employment opportunity, the Company will make reasonable accommodation for applicants and employees with known disabilities who can perform the essential functions of the job with or without such accommodations. As a consequence, applicants and employees requiring accommodations should notify the human resource department.

Employment At-Will

Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in the Handbook will limit the right of either party or terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an

employment at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion etc.

Confidentiality

The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from the Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so.

Disclosure of personnel information such as employees contact information, work schedule, and status of employment is strictly prohibited by anyone at the company other than managers. However, the Company will cooperate with requests from authorized law enforcement or local, state, or other federal agencies conducting official investigations and otherwise legally required.

By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

CODE OF CONDUCT

Disciplinary Procedure

As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property). Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination.

- a. Dishonesty;
- b. Falsification of Company records;
- c. Unauthorized use or possession of property that belongs to the Company, a coworker, or of the public;
- d. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- e. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- f. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- g. Unauthorized or careless use of the Company's materials, equipment or property;
- h. Unauthorized and/or excessive absenteeism or tardiness;
- i. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- j. Sexual or other illegal harassment or discrimination;

- k. Unauthorized use or disclosure of the Company's confidential information;
- l. Violation of any Company policy.

Employees who are found to be in violation of any company policy is subject to a write-up by a manager or shift leader at any time. Three write-ups in 30 days for any infraction will automatically result in termination of employment with Construction Recruiters America Staffing, Inc. (CRAS). After 30 days write-ups start over if write-ups are for a different infraction only exception is below.

Disciplinary procedures will be conducted as followed:

1. One Written Warning
2. One Written Warning
3. One Written Warning and/or Termination

If an employee has three Write-ups for the same infraction at any point and time that employee is subject to termination from employment with the company.

Dress Code

Construction Recruiters America Staffing, Inc. (CRAS) does maintain a uniform policy for field personnel. Good and proper hygiene practices is required examples include: Bathing, using deodorant, neat and groomed hair, facial hair neat and cut. If you have any questions, please ask.

Construction Recruiters America Staffing, Inc. (CRAS) uniform consists of:

- Reflective/Safety colored T-Shirt or Long Sleeve Shirt.
- No muscle shirts, torn or cropped shirts are permitted on any job site
- Long Jeans, provided that they do not have any patchwork or holes
- No Shorts of any length are permitted on any job site
- No sweat pants, No gym shorts, No wind pants, No Tights etc.
- Steel toe Work boots are required on all job sites.
- No Western boots, No Open toe shoes. No sneakers etc.
- No Jewelry unless stud earrings or wedding band
- Welders are to wear silicone wedding band, no stainless or metal wedding band is allowed when performing welding on any job site
- No false finger nails of any kind
- Hard Hat when applicable
- Safety Glasses/Goggles when applicable

Substance and Abuse

The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part on an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes

prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination of employment.

Cell Phone Policy

The use of personal cell phones at work is a privilege and should not be abused at any time. Cell phones should never be out or in use while performing tasks on any job site. Conversations should be away from areas where other employees are working and out of customer view. The only exception is for the site manager.

When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work will be taken away and other disciplinary action, up to and including termination, may be imposed. Sitting down texting and/or making personal calls on a cell phone when there is work to do will not be tolerated and will result in a write-up.

Religious Accommodation

The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

Attendance Policy

Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or report to work on time) for any reason, the employee must notify his or her supervisor at least 30 minutes before his or her starting time. If an employee desires to leave work for any reason during the work day, the employee must obtain the approval of his or her supervisor prior to leaving. In the event the employee fails to call his or her supervisor or report for work for 2 consecutive workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

Smoking Policy

If you smoke it must be done within designated areas of the job site and out of view of the client. Hands must be washed upon returning to work. Cigarettes are to be completely put out and disposed of in the proper receptacle NOT thrown on the ground or anywhere near the job site. Employees are allowed two paid 15-minute smoke breaks for every five-hour shift worked, or within site supervisions discretion. Smoke breaks can only be taken at the approval of site manager/supervisor and/or shift leader.

Violence in the Work Place

The Company is committed to providing a safe workplace. Any employee, who threatens violence, engages in violence or engages in intimidating behavior in the workplace, is in violation of our policy. The workplace is defined as all Company and client property including, without limitation, the parking lot, break room, and all public areas such as lobby and restrooms.

Although violence and intimidation may take many forms, the following are examples of prohibited conduct:

Disruptive activity in the workplace;

Threatening, hostile or intimidating behavior;
Possession of a dangerous weapon, regardless of whether or not you hold a permit;
Violation of restraining orders;
Fighting;
Verbal Abuse;
Stalking;
Sabotaging another employees work;
Harmful misuse of equipment or other Company property; and
Any behavior which is reasonably perceived as threatening by the recipient or observers

If you believe that you or one of your co-workers have been subjected to threatening or intimidating behavior related to the workplace by a fellow employee, client, a family member or other, you should immediately report such conduct to the President or any other employee of the Corporate office. You are responsible for making this report regardless of the relationship between the individual whom initiated the threat or violent behavior and the person(s) whom were threatened or were the focus of the violent behavior.

If you apply for or obtain a protective or restraining order which lists Company or client property as being protected areas, you must provide to the President and your supervisor a copy of the order, as well as the petition, motions, counter memoranda and affidavits used to seek the order.

Complaints of intimidation or violence will be promptly and discretely investigated. Any employee who violates this policy will be subject to serious disciplinary action, up to and including termination.

Anti-Harassment and Discrimination

The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

Prohibited Conduct:

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
- b. Submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individuals employment or engagement;
- c. It creates a hostile or offensive work environment

Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks,

stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.

Complaint Procedure:

Employees who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.

To the extent that an employee wishes to file a formal complaint they are to do so in accordance with the Company's Grievance Policy provided upon request via the Company Privacy Officer.

Workers Compensation Fraud

The Company believes that the filing of fraudulent workers' compensation claims poses as a serious offense. The Company will vigorously prosecute any employee who files a fraudulent workers' compensation claim to the fullest extent of the law.

Safety Philosophy

The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first". It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accident and injuries, regardless of how minor so that any potential hazards can be corrected.

General Safety Rules

- A. Do not wear loose clothing or jewelry around equipment
- B. Keep equipment, tools and trash away from walkways to avoid accidental tripping
- C. Handle all equipment carefully and according to standard procedures. Do not "jerry rig" tools and equipment
- D. Do not engage in horseplay or running
- E. Turn off all electrical equipment, including machines and radios, before leaving at the end of the day
- F. Do not tamper with electrical circuits, switches or fuses
- G. Notify your supervisor of any electrical problems
- H. Stop all machinery before cleaning, oiling or adjusting
- I. Prior to work, all equipment and situation must be inspected DAILY and as-is necessary
- J. When operation equipment all guards or safety features attached must be used
- K. Observe posted Safety Procedures, and wear required Safety Equipment
- L. If you do not understand or have any doubt about an item, do not use it until you check with your foreman and are properly instructed
- M. Become familiar with where and what kinds of fire extinguishers are on the job
- N. A pre-shift check-list must be completed prior to using any aerial work platform or forklifts
- O. Every employee will be expected to do his or her part toward keeping the jobsite as clean as possible
- P. All policies and procedures provided/instilled within the Company must be followed without exception

If at any time during employment with Construction Recruiters America Staffing, Inc. you fail to abide within OSHA mandated and Jobsite Specific Safety Policies you shall be subject to termination. Any violation of the above rules shall subject you to disciplinary action up to and including termination.

Accident/Injury Reporting

Injuries must be reported IMMEDIATELY to the proper authority directly following any job site incident/s. Do not delay in reporting any incidents or injuries, your direct site supervisor must be made aware and the event must be documented appropriately. It is imperative you do not leave the job site or clock out prior to reporting any accident and/or injury while on site. All accidents will be thoroughly investigated. Employees are required to cooperate with management during accident and/or injury investigation. Formal paperwork will be provided to site supervisor/manager for documenting purposes. Serious injuries that require emergency medical care must be reported to management immediately after emergency care has been provided.

Employee Benefits

The Company provides insurance programs as mandated by state and federal regulation for all employees. From time to time, benefits may be added or deleted from the benefits package. The Company reserves the right to make such changes.

This handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact a member of the CRAS team.

Worker's Compensation

All states have worker's compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. Construction Recruiters America Staffing, Inc. carries worker's compensation insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive a portion of your salary up to maximum set by the state until you are able to return to work and in addition may be entitled to receive payment for all reasonable medical expenses. The state may limit the number of weeks you are able to draw benefits as well as the total you are able to draw.

If you believe you have suffered an on-the-job injury or illness, you must report this incident immediately as required in accordance to the Company's Accident Reporting Procedure as well as submission of a post-accident drug and alcohol test. Failure to comply within Company reporting procedure may jeopardize your ability to qualify for compensation.

Social Security Benefits (FICA)

During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

Unemployment Insurance

The Company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own due to circumstance described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

Pay Periods and Paydays

Employees are paid on a weekly basis. Payday is every Friday. Pay period ends on Sunday, and pay is dispersed via pay card or direct deposit of your choosing. In the event payday falls on a holiday, the payday will be observed on the preceding business day. Any changes required as applicable to funds distribution must be received one week prior to effective date of change and the notification must be submitted in writing inclusive of proper documentation from your bank as well.

Overtime Pay

Regular employees will be paid in accordance with federal and state law.

The Fair Labor Standards Act provides that all non-exempt employees are eligible to receive overtime pay for all time worked over forty (40) hours in any one work week and in the state of California to receive overtime pay for all time worked over eight (8) hours per day in any one work week. Although the FLSA does not require the Company to do so, the Company has voluntarily chosen to pay overtime to its exempt employees, as well.

You have been hired by the Company to perform work under the expectation of adaptability to a fluctuating schedule. In such cases in which you must complete tasks to meet project deadlines you may be requested to work overtime. Refusal to work overtime is considered insubordination and may result in disciplinary actions up to and including termination.

Rest and Meal Periods

All rest and meal periods will be in accordance with state and federal law.

To the extent the law does not require rest and meal breaks, field employees will be provided a 15-minute paid rest break in the morning and an additional in the evening – assuming the employee is working a full shift. Field employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period. Meal breaks and/or rest breaks must be taken only when approved by a manager or shift leader to avoid disturbance on site.

Time Keeping

All employees are required to sign-in on the CRAS and/or client preferred sign-in sheet when they arrive on site and sign-out upon their departure from work. Employees are not allowed to sign-in more than 5 minutes before scheduled shift and 15 minutes after their scheduled shift without manager approval. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way. Failure to abide within these standards set forth may lead to disciplinary action up to and including termination.

Payroll Deductions

Various payroll deductions are made each pay period to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability and Family Temporary Disability Insurance, Employee portion health insurance premium as chosen upon hire date, any Company provided advances (payday advance and/or hotel direct advances) and other items by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting to a member of the CRAS corporate office. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

Wage Garnishment

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

Direct Deposit

All employees are encouraged, but not required, to utilize the option of funds deposited into a bank account of an accredited participating bank or credit union of their choosing. If you would prefer to enroll a Company provided Sole Pay card you have the ability to do so as well. It is the employees responsibility to ensure a member of the CRAS corporate office is made aware of where you wish you pay card to be mailed to within a timely manner, failure to do so will lead to delays in receipt of pay card.

Workers Compensation Leave

Any employee who is unable to work related to injury or illness and who is eligible for Worker's Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act for eligible employees.

Jury Duty

U.S. citizens have a civic obligation to provide jury duty service when called.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work on those days or parts of days when their presence in court is not required. Should you be urgently needed, the Company may request a postponement of jury services until some future date.

You may be required to submit some proof of jury service, such as pay stubs upon returning to work. The Company is not required to pay field employees for Jury Duty.

Acknowledgement of Receipt of Field Staff Handbook

Employee:

I acknowledge that I have been provided with a copy of the Construction Recruiters America Staffing, Inc. Employee Handbook, which contains important information on the Company's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules as applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position or impose any form of discipline it deems appropriate at the time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Company. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have reviewed the Company Field Staff Handbook. I have read (or will read) and agree to above by the policies and procedures contained in the Handbook.

By: _____
Manager

Date: _____

By: _____
Employee

Date: _____