

WEST UNION TRENCHING

Employee Handbook

Effective 3.1.2022

Welcome / Introduction

Welcome to West Union Trenching, Inc. We are excited to have you part of our team.

West Union Trenching, Inc was founded by Erich Gamm in 1993 when he and a one-man crew began burying drops to homes with a single drop plow. Since that time, we have expanded operations to include employment of over 60 employees and high-quality services provided to cover the entire underground utility industry. You are part of a successful and fast growing, service-driven company who takes pride in providing outstanding quality and service, excellent customer support and affordable pricing, all right here in Northeast Iowa. We are proud of our success and excited about our future growth.

Whether you are new to West Union Trenching, Inc or a dedicated, current employee, this handbook provides information helpful to your employment with our company. This handbook is intended to provide a summary of our policies and benefits. Please read it, reference it and retain it for future questions and situations as they arise.

We value the dedication and safety of our employees. To ensure the continued success of our organization, teamwork is essential. We have hired you because we believe your contribution is valuable to your personal success and the continued success of our company.

Again, welcome to West Union Trenching, Inc. We are happy to have you here!

Erich Gamm, President

1 Overview & Employment Relationship

1.1 Handbook Purpose

The Handbook is provided for informational purposes and is designed to provide employees with a general summary description of West Union Trenching, Inc personnel policies, practices, and employee benefits.

This handbook is not an employment contract and should not be interpreted as creating an employment contract. West Union Trenching, Inc management/administration has the right to change, modify, delete from, or add to this handbook in its sole discretion at any time, with or without prior notice.

This handbook applies to all employees of West Union Trenching, Inc and supersedes all previous verbal and written handbooks.

1.2 Commitment to Employees

West Union Trenching, Inc has an excellent reputation for conducting our business activities with integrity, fairness, and in accordance with the highest ethical standards. As an employee, you share in the positive benefits of that reputation, and we request you share in the obligation to uphold it in every business activity and customer interaction.

1.3 Employee Owned

West Union Trenching, Inc is now a 100% employee-owned company with all its stock held by the company's Employee Stock Presidentship Plan (ESOP), a federally regulated employee benefit retirement plan. The stock is held in the ESOP Trust Fund, which is managed for the benefit of the company's employees and is invested in the stock of West Union Trenching, Inc itself. This enables employee-owners to benefit from the growth in value of the company.

2 Employment Classifications

Employees are informed of their classification at their time of hire. If a change in classification is determined and approved, the change will be documented in written format and a copy provided to the employee.

Employment classification shall not be construed as a guarantee of, or a limitation upon, the number of hours for which an employee is scheduled to work.

2.1 Exempt

Exempt employees are persons whose positions are not considered eligible for overtime compensation as defined in the Fair Labor Standards Acts (FLSA) guidelines.

2.2 Non-Exempt

Non-exempt employees are persons whose positions are considered eligible for overtime compensation as defined in the Fair Labor Standards Acts (FLSA) guidelines.

2.3 Employment Status

Regular, full-time employees are those persons who are regularly scheduled work forty (40) or more hours per week. These employees are eligible for benefits.

Regular, part-time employees are those persons who are regularly scheduled to work less than forty (40) hours per week. These employees are eligible for limited benefits.

Seasonal employees are those persons who are hired to fill a seasonal need during the year as weather permits. These employees are eligible for benefits.

Temporary seasonal employees are those persons hired to fill a temporary need for a limited time. Temporary employees are not eligible for benefits.

2.4 Position Types

West Union Trenching, INC has identified several positions below that are part of our employment structure and we will refer to these positions in policies, trainings, etc. throughout your employment. Keep in mind, that it is not uncommon to carry responsibilities for more than one position. However, we do identify each employee with a primary position for recordkeeping purposes.

Laborer: The job title "laborer" refers to a tradesperson whose duties are manual or physical in nature.

Operator: The job title "operator" refers to a tradesperson working in a specific skilled position, operating power-driven equipment.

Mechanic: The job title "mechanic" refers to a tradesperson who is skilled in performing preventative and routine maintenance on all types of equipment.

Truck Driver: The job title "truck driver" refers to a commercial driver's license holder who is responsible for the safe operation of a commercial motor vehicle, over 26,000 GVW, for the transportation of materials and equipment.

Foreman: The job title "foreman" refers to a qualified person in charge of a project and of supervising a group of employees.

Administrative: The job title “administrative” refers to those qualified individuals who provide support to the company’s operational activities.

3 General Employment Information

3.1 At-Will Employment

All employees of West Union Trenching, Inc are at-will employees. This means that the employment relationship is non-contractual, for no fixed period of time, and is terminable, by either you as the employee or the company as your employer, at any time, with or without cause and with or without notice, except where federal or state law prohibit such actions. No representative of the company has the authority to enter into any agreement with you for employment for any specified period, or to make any promises or commitments of employment.

3.2 Open Door Policy

We believe open lines of communication between all employees is essential to objectively consider employee concerns. Open door policy provides the opportunity for any employees to ask questions directly of any member of the leadership team at any time.

We do encourage all employees to first take their question or concern to their supervisor as they are in the best position to respond quickly and accurately. However, should you feel unable to address your supervisor, timing is an issue, or should you need further clarification after you’ve met with your supervisor, you are welcome to meet with Erich Gamm or VP of Operations for assistance.

3.3 Equal Employment Opportunity

West Union Trenching, Inc is an equal opportunity employer. It is our policy to provide equal opportunity to all employees and applicants for employment in accordance with all applicable federal, state and local laws.

West Union Trenching, Inc does not discriminate based on race, color, gender, gender identity, religion, national origin, age, physical or mental disability, genetic information, marital status, military service, pregnancy, or any other protected characteristic.

3.4 Immigration Law Compliance

In compliance with the Immigration Reform and Control Act of 1986, it is the policy of West Union Trenching, Inc to hire only those individuals who are authorized to work in the United States.

Pursuant to this law, our company requires each new employee and rehire, as a condition of employment, to complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. This form requires employees to attest that they are authorized to work and that the documents submitted are genuine.

3.5 Reasonable Accommodation

West Union Trenching, INC is committed to the fair and equal employment of individuals with disabilities under the ADA. It is West Union Trenching, INC's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the company. West Union Trenching, INC prohibits any harassment of, or discriminatory treatment of, employees based on a disability or because an employee has requested a reasonable accommodation.

In accordance with the ADA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. An employee with a disability may request an accommodation from the HR department and engage in an informal process to clarify what the employee needs and to identify possible accommodations. If requested, the employee is responsible for providing medical documentation regarding the disability and possible accommodations. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

It is the policy of West Union Trenching, INC to prohibit harassment or discrimination based on disability or because an employee has requested a reasonable accommodation. West Union Trenching, INC prohibits retaliation against employees for exercising their rights under the ADA or other applicable civil rights laws. Employees should use the procedures described in the Harassment and Complaint Procedure to report any harassment, discrimination, or retaliation they have experienced or witnessed.

3.6 Confidentiality Statement

Disclosing confidential information about a coworker, a customer or the company is forbidden. Discussing financial, proprietary, competitive or any other confidential information about the company with individuals or such information about other employees and/or customers, other than those who are authorized to have access to such information and have a legitimate business need and right to know is strictly prohibited.

3.7 Conflicts of Interest

Employees of West Union Trenching, Inc are required to avoid ethical, legal, financial, or other conflicts of interested and to ensure that their activities and interests do not conflict with their obligations to the company. An employee who encounters a personal interest that may have the potential to conflict with the company's interests is required to disclose this matter immediately with their supervisor.

3.8 Anti-harassment

3.8a Sexual Harassment

West Union Trenching, Inc prohibits employees from doing anything that coerces or harasses another person (employed or not employed by West Union Trenching, Inc). This policy specifically prohibits an employee from engaging in any intimidating coercive or harassing behavior that is sexual in nature.

Examples of prohibited conduct include, but are not limited to:

- Spoken or written comments relating to a person's gender or sexual orientation
- Any unwelcome advance or contact of a sexual nature
- Sexually oriented comments about a person's body or behavior
- Using the employer's computer system or electronic devices for the purpose of:
 - Viewing, showing, or displaying pornographic or sexually explicit objects or illustrations in the workplace
 - Sharing sexually inappropriate images or videos
 - Sending suggestive letters, notes, or emails

In addition, West Union Trenching, Inc prohibits unwelcome sexual advances, requests for sexual favors and all other verbal or physical conduction of a sexual or otherwise offensive nature, when:

- Submission to such conduct is made whether explicitly or implicitly as a term of condition of a person's employment
- Submission to or rejection of such conduct by a person is used as the basis for employment decisions affecting the person
- Such conduct has the purpose or effect of unreasonably interfering with the person's work performance or creating an intimidating, hostile or offensive working environment

West Union Trenching, Inc will investigate and retain confidential documentation of all allegations of sexual harassment immediately. The company will take appropriate corrective action, including all drivers and/or employers involved in the allegation remain cooperative during the investigation until it is completed. The company will take appropriate

corrective action, including disciplinary measures, up to and including termination, to remedy all violations of this policy.

3.8b Harassment

West Union Trenching, Inc does not tolerate harassment in any form. Every employee is responsible for creating a work environment that is free of harassment.

Any employee who has a complaint involving harassment, against any company or non-company employee, is requested to immediately bring their complaint to their direct supervisor. If the complaint involves their direct supervisor, the employee may go to another member of the leadership team with the complaint.

Examples of prohibited conduct include, but are not limited to:

- Racially motivated actions and behavior including inappropriate questioning about racial or ethnic origin, offensive graffiti and intimidating behavior such as threatening gestures, or use of slang terms, phrases or nicknames.
- Inappropriate remarks or jokes, threats to disclose sexuality and intimate questions about sexual activities.
- Derogatory age-related remarks and unjustifiable dismissal of suggestions on the grounds of the age of the person
- Leaving repeated, alarming messages on voice mail or email, following people home or approaching co-workers in a threatening manner
- Making negative comments about an employee's personal religious beliefs
- Wearing of clothing that could be considered offensive.

It is the responsibility of West Union Trenching, Inc to promptly investigate and retain confidential documentation of all allegations of harassment. All employees involved in the allegations are requested to remain cooperative throughout the investigation.

3.9 Non-Discrimination

In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications, and abilities. West Union Trenching, Inc prohibits discrimination based on race, color, religion, creed, sex, national origin, age, disability, sexual orientation, gender identity, marital status, veteran status, or any other status protected by applicable law.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of Erich Gamm or the VP of Operations. Employees can raise concerns and make reports without fear of retaliation. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, up to and including termination.

3.10 Workplace Violence

West Union Trenching, Inc prohibits employees, contractors, public visitors, customers, and anyone else whom employees come into contact with from engaging in threats and acts of violence in the workplace. Workplace violence is any conduct that is severe, offensive, or intimidating enough to make an individual reasonable fear for his/her personal safety or the safety of family, friends, or property.

Examples of violent behavior may include, but are not limited to:

- Abusive behaviors, whether verbal, psychological or physical
- Intimidation or bullying of others
- Abusive language
- Physical assault
- Threatening behavior
- Concealing or using a weapon
- Harassment (sexual, racial etc.)

Any employee who commits workplace violence will be subject to disciplinary action up to and including termination of employment.

3.11 Possession of Weapons

Employees of West Union Trenching, Inc are prohibited from possessing weapons on any company property and extends to anywhere company business is conducted. Regardless of whether an employee possesses a concealed weapons permit, it is the policy of this company to ban weapons in any location in which the employee represents the company for business purposes.

3.12 Fraud and Theft

Employees of West Union Trenching, Inc shall not perpetrate, engage in, or otherwise facilitate the act of committing fraud and theft. Employees are responsible for the prevention and detection of fraud and theft that might occur within the scope of their work assignments and for reporting any known or suspected fraud and theft. Employees are responsible or immediately reporting known or suspected incidents of fraud, including theft and misappropriation of company assets.

Any employee who has knowledge of fraud or theft of company assets by any person or organization, including another employee, and does not report it to the leadership team may be subject to disciplinary action, up to and including termination of employment.

The Company will investigate allegations of fraud and theft. Reports and investigations of allegations of fraud and theft ordinarily will be kept confidential to the reasonable extent possible under law and consistent with

the need to conduct an adequate investigation and take necessary corrective action.

3.13 Whistleblower Protection

A whistleblower as defined by this policy is an employee of West Union Trenching, Inc who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor or a member of the leadership team. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. West Union Trenching, Inc will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact Erich Gamm or the VP of Operations immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

3.14 Complaint Procedures

West Union Trenching, Inc recognizes the importance of employee complaints and concerns receiving prompt and fair responses. For this reason, West Union Trenching, Inc is committed to ensure timely and responsible resolution of those concerns.

Under standard working conditions, employees who have a job-related problem, question or complaint should first discuss it with their immediate supervisor. At this leave, employees usually reach the simplest, quested and most satisfactory solution. If the employee and supervisor do not resolve the

problem West Union Trenching, Inc encourages employees to contact Erich Gamm or the Office Assistant

3.15 Retaliation

No employee or applicant shall be subject to retaliation (including harassment, intimidation, threats, coercion, or discrimination) because he/she has engaged, in good faith, in the following activities:

- Filing a complaint under this policy with the Company, or with federal, state, or local equal employment opportunity agencies.
- Assisting or participating in an investigation or other activity related to the administration of any federal state or local equal employment opportunity or affirmative action law.
- Opposing any act or proactive prohibited by this policy or federal, state, or local equal employment opportunity or affirmative action law.
- Or exercising any other right prohibited by this policy or federal, state, or local equal employment opportunity or affirmative action law.

West Union Trenching, Inc employs and applicants for employment should immediately bring any complaint of retaliation to Erich Gamm or to the Iowa Civil Rights Commission:

Iowa Civil Rights Commission

Grimes State Office Building
400 E 14th St, Des Moines, IA 50309-1858
Phone: (515) 281-4121 ~ Toll-free: (800) 457-4416 ~ Fax: (515) 242-5840

4 Employee Responsibilities & Expectations

4.1 Standards of Conduct

It is the expectation of West Union Trenching, Inc that every employee maintains a positive work environment by acting and communicating in a manner which allows employees to work professionally with others.

West Union Trenching, Inc has provided a non-exhaustive list of unacceptable standards of conduct. It is important to realize that the list below does not cover every possible situation. West Union Trenching, Inc expects common sense to govern employee conduct at all times. If clarification of these standards is necessary, or you need to report a violation, please contact Erich Gamm or the VP of Operations.

1. Use or possession of drugs or alcoholic beverages while on work time
2. Reporting to work under the influence of alcohol or unlawful drugs

3. Falsification of records, including but not limited to expense records, time keeping records or other company documents
4. Fighting, horseplay, malicious pranks, intimidation or profanity
5. Misrepresenting reasons for absences or tardiness
6. Damage to company property, including company vehicles or property of other employees
7. Possession or use of weapons or explosives while on work time
8. Theft, embezzlement, fraud, misappropriation of company property or funds or any other act of dishonesty
9. Interfering with business operations or directing others to do so
10. Insubordination
11. Disrespect of fellow employees, visitors or customers
12. Violation of company's Anti-Harassment policy
13. Violation of safety rules
14. False statements or omission of information on application for employment
15. Any off the job misconduct that affect West Union Trenching, Inc's ability to conduct business or your ability to do your job.

4.2 Business hours

Due to the nature of our business, West Union Trenching, Inc does not have set business hours.

4.3 Work Schedules

Work schedule are subject to change at any time with or without notice. Employees may be asked to work weekends and holidays if warranted, based on business conditions and customer needs.

4.4 Attendance & Timeliness

West Union Trenching, INC's success is dependent upon providing quality service to its customers, as well as meeting and/or exceeding established company goals. Absences and/or tardiness by employees are disruptive, costly, and places unfair burden on the company as well as other employees. Failure to comply may result in further disciplinary action, up to and including termination.

4.4a Attendance

Absences may be caused by conditions over which the employee may or may not have control. Each incident of absenteeism will be evaluated on its own merit by their supervisor.

Scheduled Absence – An absence that is known, requested, and approved in advance.

Unscheduled Absence - An absence from work without having obtained approved leave prior to the absence. An employee with an excessive quantity of unscheduled absences or tardiness will be subject to disciplinary action.

In the event of an unscheduled absence, employees are required to notify Erich Gamm or the VP of Operations as soon as possible, but not less than 2 hours prior to the start of the employee's workday.

Patterned Absenteeism - An employee whose attendance demonstrates either a consistent pattern of unscheduled absences or tardiness, will be subject to disciplinary action. Patterned absenteeism is defined as an accumulation of three or more unexcused absences taken in an obvious pattern (ie: every Friday, day(s) before/after a vacation or holiday, etc.).

No call No show - If an employee is absent from work for three (3) consecutive scheduled workdays and has not notified his or her supervisor of the unscheduled absence, the employee will be considered to have resigned voluntarily. Likewise, employee failing to return to work by the expected return date after an approved absence will be considered to have resigned voluntarily as of the date of the expected return.

4.4b Timeliness

Tardiness is defined as being late at the beginning of an employee's scheduled work time or following lunch and/or break period, regardless of how much time has passed. It is necessary for employees to begin work on time and to return on time from meal and rest periods.

If an employee's arrival to work is to be delayed, the employee is expected to notify his or her immediate supervisor of the delay and the anticipated arrival time as soon as possible.

4.5 Meal Breaks

West Union Trenching, Inc provides 30 minutes of paid time for meal breaks.

4.6 Dress & Appearance

Dress and appearance should be appropriate to a professional workplace, based on the following factors:

- The nature and environment of the work.
- Considerations for health and safety factors, including Company and customer requirements related to safety.

- The employee's responsibility to display a professional image to our customers, personal appearance, proper oral hygiene and free from body odor etc.
- The effect of inappropriate dress and appearance on the work environment.
- Free from unpleasant odors.
- Long hair secured to ensure it not be caught in equipment.
- Clothing must be clean and in good repair. Tattered clothing can interfere with the safe operation of equipment.
- T-shirts with sleeves are required to be worn while working, as well as work boots that meet OSHA standards.

All employees shall be clean, neat, and appropriately attired for the work to be performed. An employee's dress, appearance and personal hygiene must not disrupt or distract from the work environment and must be in accordance with health and safety standards and practices.

4.7 Company Uniforms

Regular, full time, seasonal and temporary seasonal employees who have completed the introductory period may be eligible for company provided uniforms. Uniforms are provided free of charge to employees. Eleven (11) sets (shirts & pants, shirts, or pants) are provided and must be returned upon separation from the company. Employees who would like more than the eleven (11) are responsible for that cost. Employees who choose the option of company provided uniforms are expected to wear them.

Employees who are on seasonal layoff are required to turn in their uniforms when directed to. Employees may be approved to retain their uniforms while on layoff but would be at the employee's expense. Please see the office for approval.

4.8 Company Credit Cards

West Union Trenching, Inc provides company credit cards to specified positions/employees to avoid requests for reimbursements of fuel, materials and supplies, repair etc. Issuance of company credit card is for business expenditures only. Abuse of company credit cards, such as frivolous use, theft, etc. will result in revocation of the company credit card and may be subject to disciplinary action, up to and including termination. Employees are required to obtain and submit ALL credit card receipts in a timely manner in accordance with the administrative office requirements. Failure to comply with this expectation may result in loss of card privileges and possible disciplinary action.

4.9 Social Media

West Union Trenching, Inc recognizes the important role online social media networks play as form of communication. As used in this policy, "social media"

refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and Snapchat, among others. West Union Trenching, Inc respects the rights employees have to participate in social media during their personal time, however for reasons of workplace productivity and safety, use of these networks during company time is unsafe, unproductive and must be done when there are break times.

It is important to understand, West Union Trenching, Inc takes no position on an employee's decision to utilize social media and employees are free to post personal information as desired, however West Union Trenching, Inc requests employees avoid posting content harmful to West Union Trenching, Inc

Employees are responsible for representing the organization in a reputable and professional manner, therefore an employee displaying their employment relationship on social media must adhere to the following:

- Employees shall not disclose confidential or proprietary information regarding the company, that of its customers.
- Any social media communication that contributes to a hostile work environment or is sexually harassing in nature will not be tolerated.
- Employees must not make statements about the company, their co-workers, customers, competitors, or representatives that could be considered defamatory, harassing, or threatening.
- The company required employees to obtain written permission prior to posting media content not created by the employer. Sharing a post of the employer, originated by the employer is acceptable and encouraged.

Content posted and determined to not be in compliance with the company expectations regarding social media will be subject to disciplinary action, up to and including termination.

4.10 Courtesy & Customer Relations

Courtesy and professionalism are a priority in creating a better relationship with customers. All employees have an obligation to represent West Union Trenching, Inc in a positive manner to create a trusting relationship with our customers to ensure ongoing project affiliations. No matter how busy the work, how busy the day or how urgent the circumstances, employees should always remember that our primary purpose is to serve our customers. They are entitled to the same thoughtful treatment that you like to receive. Every effort must be made to return customer's phone calls the same day the call is received. Remember that all customer information is confidential. Please do not discuss projects with people outside of West Union Trenching (this also includes using social media sites).

4.11 Company Spokesperson

Employees may be approached for interviews and asked to make comment by the news media. In effort to ensure accuracy of information and consistency in company media statements, all media inquiries are ALWAYS to be referred to Erich Gamm, President.

4.12 After-hours access

Employees should not be on the premises after 10 pm and before 4 am unless authorized by Erich Gamm or VP of Operations, scheduled to work, or are ending a shift.

4.13 Workplace Visitors

To provide for the safety and security of employees, visitors, and the facilities at West Union Trenching, Inc, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. All visitors are required to report to the front office.

4.14 Children in the Workplace

Under no circumstances should children accompany employees without prior authorization from Erich Gamm or VP of Operations.

Any children visiting West Union Trenching, Inc's office, whether during or outside of office hours, should be closely supervised at all times.

4.15 Animals in the Workplace

The presence of pets at the workplace can create a potential hazard or distraction that interferes with business operations and the productivity of our employees. Unless necessary for a disability as a guide or service dog, pets or other animals are not permitted at work sites.

5 Employee Health & Safety

5.1 Health & Safety Overview

West Union Trenching, Inc is committed to the safety of its employees; therefore, it is necessary for all employees to observe safety rules and regulations at all times. It is your responsibility to abide by workplace safety rules as they are in place for your protection. Any employee who disregards the established health and safety policies are subject to disciplinary action, up to and including termination.

5.2 Work Related Injuries/Incidents/Accidents

West Union Trenching, INC has an established policy to guide the employer and employees through a workplace injury. It is expected for employees to work with the President, supervisor, and any other representative of the company throughout the incident investigation and return-to-work process.

If an employee is seriously injured, call 911 immediately. Be prepared to describe your current location and the details of the emergency.

As soon as feasibly possible, the incident must be reported to Erich Gamm, VP of Operations, or office.

Completion of the necessary incident paperwork by the employee, witnesses, and supervisor. The incident packet will have everything necessary to properly document the injury. Return to Erich Gamm, VP of Operations, or the office within 24 hours of receipt.

If an employee operating a CMV is involved in an on-duty motor vehicle accident, post-accident testing may be required. Federal Motor Carrier Safety Administration regulations are very clear about when a post-accident drug and alcohol test may be conducted.

It is expected for employees to work cooperatively with the President, supervisor, and any other representative of the company throughout the incident investigation and return to work process.

See Workplace Injury/Incident Policy

5.3 Return to Work program

West Union Trenching, Inc effectively manages its worker's compensation and implements measures to maintain the working status of employees.

When returning to work after a work-related injury, the following must be completed:

- Confirm anticipated release date with healthcare provider
- Submit return to work documentation, including any medical restrictions to the office.
- Contact the office with your return-to-work date to ensure preparations are made for your return
- Keep the office informed of any changes in return-to-work status.

If your work release identifies medical restrictions that require a work accommodation, it is necessary for you to begin discussions regarding those restrictions with Erich Gamm, VP of Operations or the office before your

return-to-work date. This will ensure proper time to determine whether the accommodation can be made without business hardship.

See Return-to-Work Policy

5.4 Alcohol and Substance Use

Employees are prohibited from unlawfully consuming, distributing, possessing, selling, or using controlled substances while on duty. In addition, employees shall not be under the influence of any controlled substance, such as drugs or alcohol, while at work, on company premises, engaged in company business, nor while driving a company vehicle or operating company equipment.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner so as not to endanger oneself or other individuals in the workplace.

See West Union Trenching Drug & Alcohol Policy.

5.5 Tobacco use

West Union Trenching, Inc recognizes that the decision to use tobacco products is a personal one. While the employer does not wish to interfere with that decision, there are state regulations in place that West Union Trenching, Inc and our employees must comply with and will enforce as needed. Tobacco use shall not interfere with productivity or the professional image of our company. West Union Trenching, Inc employees will follow all tobacco use policies identified by our customers and the Iowa Smoke Free Air Act.

6 Compensation

6.1 Compensation Objectives

Positions within West Union Trenching, Inc differ in responsibility, working conditions, complexity, education requirements and other important factors. Rates of pay that each employee receives for performing their specific job duties may reflect difference in skill levels, experience and education. West Union Trenching, Inc strives to maintain competitive compensation for our employees to attract and retain our valued employees.

West Union Trenching, Inc respects the privacy of employees and therefore compensation records are available to only the employee at his or her request. This information will not be provided to other parties without expressed written consent of the employee.

6.2 Pay Periods / Pay Dates

West Union Trenching, Inc's regular work week for payroll purposes is Monday through Sunday. Employees are typically paid every week on Wednesday.

The paycheck will reflect work performed for the previous pay period. Paychecks include wages earned less any mandatory or elected deductions.

It is important to note that occasionally there are instances where an error has been made or there is a computer issue. In such instances, correction will be made on the first possible business day, either by direct deposit or paper check.

6.3 Direct deposit

Direct deposit is available to employees. Employees may choose any bank or credit union for the direct deposit. Bank information can be changed with advanced notice. Should a change be needed, the employee must complete a Direct Deposit form. Paystubs will be emailed to the personal email address on file.

6.4 Payroll Deductions

West Union Trenching, Inc will make all deductions required by federal and state law, as well as those ordered by a court, such as garnishments or levies.

Voluntary deductions (such as medical, vision, dental etc) are made from an employee's paycheck when they participate in the company benefit's program. These deductions are elective and are taken pre-tax as laws permit.

The Company may also make deductions from an employee's pay for West Union Truck and Trailer Repair Reimbursements or for repayments to West Union Trenching for items ordered for the employee from a vendor etc.

6.5 Timekeeping

All hourly employees must keep accurate records of their time worked. West Union Trenching utilizes QuickBooks Time. This clock in/clock out app-based timekeeping solutions allows West Union Trenching, Inc employees the easy ability to enter their time according to specific jobs.

Any employee who falsifies his or her own time or who records time for another employee will be subject to disciplinary action up to and including immediate termination. If you discover an error on your own time record, contact the office immediately for correction.

Under no circumstances should an employee work off the clock.

The established payroll submission deadline is end of workday every Friday to ensure timely payment of wages.

6.6 Overtime

The standard work week is 40 hours. Overtime is a frequent occurrence at West Union Trenching. Non-exempt employees are subject to the provisions of the Fair Labor Standards Act and are paid overtime for hours worked in excess of 40 hours per week. The standard work week for overtime calculations begins on Monday.

Exempt personnel are not subject to the provisions of the Fair Labor Standards Act and are not paid for overtime.

6.7 Travel Time

Employees traveling from West Union Trenching, Inc to the job site are compensated for their travel time.

6.8 Payroll Advances

West Union Trenching, Inc does not permit advances against paychecks.

7 Benefits

7.1 Benefits overview

The information in this handbook serves as a general guide to the plans. Complete details are provided in the official plan documents for each plan offered by West Union Trenching, Inc. If there are inconsistencies between this handbook and any of the Summary Plan Descriptions, the Summary Plan Descriptions will govern. West Union Trenching, Inc reserves the right to modify or eliminate benefits in whole, or in part, without notice.

7.2 Eligibility

Regular, full-time and seasonal employees are eligible to participate upon completion of sixty (60) day introductory period.

Regular Part-time employees are eligible for limited benefits upon completion of sixty (60) day introductory period.

Seasonal employees are not eligible for benefits.

7.3 Effective Date

Coverage in the applicable benefit plans begins the first day of the month following sixty (60) days after employee's hire date. All enrollment forms must be completed by stated deadline to ensure benefit coverage.

7.4 Medical Insurance

West Union Trenching, Inc makes group health benefits available to eligible employees and their family members. Medical insurance benefits are paid in

part by the company. The remainder of the costs is the employee's responsibility.

7.5 Dental Insurance

West Union Trenching, Inc makes group dental coverage available to eligible employees and their family members. Dental insurance benefits are paid by the employee.

7.6 AFLAC

AFLAC benefits are offered through the company but are solely employee paid. West Union Trenching offers to deduct those premiums from the employee's weekly payroll and will submit payment to the company.

7.7 Cincinnati Life Insurance Company

Cincinnati Life Insurance benefits are offered through the company but are solely employee paid. West Union Trenching offers to deduct those premiums from the employee's weekly payroll and will submit payment to the company.

7.7 Worker's compensation

As required by law, the company provides coverage to employees who receive job related injuries or illnesses. It is necessary to follow the procedures for reporting injuries and illnesses, as well as the return-to-work procedures, detailed in section 5.2.

West Union Trenching, Inc has a policy in place that provides company guidance on handling workplace injuries. See also sections 5.1 and 5.2.

7.8 Retirement (ESOP)

West Union Trenching, Inc is a 100% employee-owned company with all its stock held by the company's Employee Stock Ownership Plan (ESOP), a federally regulated employee benefit retirement plan. The stock is held in the ESOP Trust Fund which is managed for the benefit of the company's employees and is invested in the stock of West Union Trenching, Inc itself, enabling employee-owners to benefit from the growth in value of the company.

8 Leave Administration

8.1 Time Away Objectives

West Union Trenching, Inc believes that time away from work for personal time off is beneficial for employees during the course of the work year. Out of respect for your fellow employees and our customer's needs, employees are encouraged to provide advanced notice for requests for time off whenever possible. However, West Union Trenching, Inc recognizes there are emergent

situations that arise where advanced notice is not possible. Therefore, if you are unable to report for work for any reason, notify your Erich for the VP of Operations before regular start time. It is acceptable to notify by telephone call or text message.

8.2 Paid Time Off (PTO)

West Union Trenching, Inc uses a PTO structure that is a comprehensive combination of vacation, personal and sick time. One (1) day is equivalent to 8 hours and shall be paid at the employee’s base rate of compensation.

PTO will be scheduled at times mutually convenient to the Company and to the employee. Any conflict in schedules or difficulty in granting vacation requests shall be resolved by the company. We will take into consideration: the employee’s request, the company needs and the deadlines of our projects/customers, and any other factors relevant at that time.

Full time employees are allowed to carry over up to 40 hours of PTO from year to year each January 1. All remaining available balance in excess of the maximum 40 hours that have not been used will be paid out on the following pay date.

Some final respects to planned PTO requests:

- Advanced notice of a minimum 3 days is preferred to be given whenever possible for vacation request or other extended time off request which are known in advance.
- Seasonal Full-Time and Seasonal Part-time employees are discouraged from taking consecutive days of time off during the peak season.
- Time off must be coincided with fellow employee’s requests for time off.
- PTO will not be paid out to an employee leaving their position that does not give two working weeks’ notice or is involuntarily terminated.

8.2a Regular Full-Time PTO

Regular Full-Time employee’s PTO will become available January 1st each year and are eligible as follows:

Tenure Tier	Service year(s)	Paid Time Off
Tier 1	1st Year of Employment	40 hrs
	* the 1st year of employment following your first completed season (1000 hrs), you will be granted your time off to be used that calendar year	
Tier 2	2nd to 5th Year of Employment	80 hrs
	* the 1st of the year following your 5th completed season, you will move to Tier 3.	

Tier 3	6th to 10th Year of Employment	100 hrs
	* the 1st of the year following your 10th completed season, you will move to Tier 4.	
Tier 4	11th Year of Employment and Beyond	120 hrs

8.2b Seasonal Full-Time PTO

Seasonal Full-Time employee's PTO will become available April 1st of each year and are eligible as follows:

Tenure Tier	Service year(s)	Paid Time Off
Tier 1	1st to 5th Year of Employment	40 hrs
	* the 1st year of employment following your 5 th anniversary, you will move to Tier 2.	
Tier 2	6th to 10th Year of Employment	80 hrs
	* the 1st of the year following your 10th anniversary, you will move to Tier 3.	
Tier 3	11th Year of Employment and Beyond	100 hrs

8.3 Holidays

Employees will be paid for eight hours, regular rate of pay, the following designated holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving
4 th of July	Christmas day

Any additional observed holidays will be posted by West Union Trenching, Inc. Holiday pay will be paid at no less and no more than regular rate of pay. Holiday pay can only be earned at the employee's regular rate of pay, no holiday pay will be paid out as overtime.

8.4 Bereavement

West Union Trenching, Inc understand the impact that death can have on an individual and their family. To support employees, West Union Trenching, Inc provides time for employees in the event of the death of a close relative. Regular full-time employees (who have satisfied their introductory period) may

take up to three (3) paid days in the event of a death in the immediate family. Immediate family is defined as:

- Spouse
- Domestic Partner
- Parent
- Stepparent
- Sibling
- Stepsibling
- Child
- Stepchild
- Grandparent
- Step-grandparent
- Parent-in-law
- Step-parent-in-law
- Sibling-in-law
- Step-sibling-in-law
- Child-in-law
- Step-child-in-law
- Grandchild
- Step-grandchild

Unpaid bereavement leave may be granted for other relatives or close friends upon request for the amount of time necessary to attend services, typically not longer than one day. The request for other relatives or close friends including time needed will be approved by Erich Gamm or the office.

8.5 Jury/Witness Duty

West Union Trenching, INC encourages employees to respond to their civic responsibility of jury duty when requested. Employees who receive a summons for jury duty or a subpoena for witness duty should notify the office personnel as soon you receive your notice. These notices are often received well in advance so delaying notice to the employer is unreasonable and should be avoided.

Employees who are selected for jury duty are granted paid time off while fulfilling their civic duty, however employees must provide a copy of their Certificate of Jury Service identifying the date(s) served. Employee will be compensated for 8 hours per day served.

8.6 Voting

Employees are encouraged to participate in elections. Generally, employees are able to find time to vote either before or after the regular work schedule, however if an employee is unable to vote in an election during nonworking hours, West Union Trenching, Inc will work with the employee to ensure participation per Iowa Code 49.109. To be eligible for paid voting leave, the employee must request the leave in writing prior to the day of the election or vote.

8.7 Extended Leaves of absence

West Union Trenching, Inc recognizes that there are times when an extended leave of absence may be necessary due to medical or other personal reason. Should a situation arise where an employee must be absent, Erich Gamm or the office personnel will be able to assist you in ensuring your employment status is understood and your benefit continuation (or otherwise) is communicated.

8.8 Family and Medical Leave

West Union Trenching, Inc complies with the federal FMLA, which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The company also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
 - the birth of a child and to care for the newborn child within one year of birth.
 - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
 - to care for the employee's spouse, child, or parent who has a serious health condition.
 - a serious health condition that makes the employee unable to perform the essential functions of his or her job.
 - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**
- Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the office to discuss options for leave.

8.9 Military Leave

In accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state statutes, West Union Trenching, Inc's applicants and employees who apply or perform military service, whether on a voluntary or involuntary basis in a uniformed service, will not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment on the basis of the performance of military service.

Eligible military service included performance of duty on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period of time for which the employee is absent to determine fitness for duty. Any employee who enters the uniformed services of the United States will be granted a military leave of absence. To qualify for reemployment, an employee must have:

- Given West Union Trenching, Inc written notice to the employee's supervisor or company personnel representative in advance of service unless the giving of notice is precluded by military necessity.
- A cumulative length of absence, including any previous military absence while employed by West Union Trenching, Inc which does not exceed five years; and
- Applied for reemployment with West Union Trenching, Inc according to these guidelines:
 - Length of service less than 31 days – return to work no later than the next regular workday after completion of service and time to travel from place of service to residence, plus eight hours.
 - Length of service more than 30 days but less than 181 days – submit application for reemployment within fourteen (14) days following the completion of service.
 - Length of service more than 180 days – submit application for reemployment within ninety (90) days after completion of service.

Upon return to work, the employee will be placed in the position he/she would have attained were it not for the break in employment, unless the employee is not qualified to perform that job and cannot be trained through reasonable efforts of the company. If not so qualified, the employee will be placed in the position the employee held when the military leave commenced, or a position of like seniority, status and pay.

If a disability incurred during or aggravated by military service prevents the employee from performing the job he or she would have held, were it not for the break in service, despite West Union Trenching, Inc's efforts at reasonable accommodations of the disability, the employee will be placed in a position of like seniority, status, and pay, if one is available. If no such position is available, the employee will be placed in a job, which is the nearest approximation of like seniority, status and pay.

Military leaves are unpaid, but the employee may use accrued vacation pay during the absence. An employee will be allowed to continue health care insurance coverage at their current level of coverage.

An employee will not continue to accrue vacation time while on leave. Upon reemployment, any break in employment due to military service will not be treated as a break in service for purposes of determining forfeiture of accrued benefits and accrual of benefits under any retirement plan.

9 Hiring & Employment

9.1 Application procedures

West Union Trenching, Inc requires an application for all persons interested in being considered for employment. West Union Trenching, Inc relies upon the accuracy of information provided in the application, as well as other information disclosed throughout the hiring process and employment. Any misrepresentations,

falsifications or omissions in any of this information or data may result in the exclusion from further consideration for employment. In the event the person has been hired, termination of employment may be a consideration.

9.2 Personnel Records and Administration

A personnel file is maintained for each employee of West Union Trenching, Inc. The information on file will be kept confidential to the extent allowed by law. Information will not be released to unauthorized persons without written consent of the employee.

9.2a Personnel File Review

You may request to review the contents of your file by scheduling a time to review your file with the office personnel. You may obtain a copy of the entire personnel file or specific records within the file, but you may not remove any records from the file.

If, upon review of one's personnel file, the employee disagrees with any of the information contained in the file, and the employee and supervisor cannot agree upon correction or removal of such information, then the employee may submit a written statement of request. The written statement of request must include grounds for consideration of removal, as well as any supporting evidence for consideration. This written statement of request shall become part of the employee's personnel file and is to be included in any transmittal of the file to a third party.

9.2b Changes to Personal Information

Changes in personal information, such as your address, telephone number, emergency contact information, marital status, number of dependents or military status shall be reported to the office personnel. If information on file is not correct, problems could arise concerning your withholding taxes, employee benefits and other important matters.

9.3 Background Checks

In order to verify the pertinent backgrounds of individuals before being hired for positions at West Union Trenching, Inc, the company conducts a pre-employment background check as part of its employment procedures for specific positions. At a minimum, an investigation into an applicant's background consists of verification of previous employment and eligibility to work in the United States. Background checks for specific positions, such as those for CDL holders, are conducted per the requirements of federal and state regulations. All employment offers made prior to the completion of a background check are contingent upon the completion of a satisfactory background check.

9.4 Employee References

West Union Trenching, Inc will respond to all external reference check inquiries. Information provided will be limited to factual information that can be substantiated

by company records. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

9.5 Layoff and Recall

Due to the seasonal nature of our business, layoffs are necessary and will occur mostly during the winter months. Under those circumstances when layoff can be predicted, the Company will try to give one (1) week notice. West Union Trenching, Inc has sole discretion in determining which employees will be laid off and which will be recalled, and in what order.

9.6 Outside Employment

It is expected full time employees of West Union Trenching, Inc will commit their time and attention to the business operations necessary. Employees may not arrange their work schedules to accommodate outside employment.

All employees must discuss the suitability of any outside employment with their supervisor, prior to accepting. Should outside employment adversely impact employee performance at West Union Trenching, Inc, your employment may be terminated.

Further, West Union Trenching, Inc prohibits concurrent employment with businesses who compete with our company.

10 Performance Management

10.1 Introductory Period

West Union Trenching, Inc considers the first 60 (sixty) days of the employment to be an introductory period. During this time, employees have the opportunity to evaluate our Company as a place to work and West Union Trenching, Inc has its opportunity to evaluate you as an employee. This period will be utilized to train and assess the employee's adjustment to the company's operations and how the employee adjusts to job responsibilities, conduct, observance of rules and regulations, attendance and work tasks. During this period, West Union Trenching, Inc reserves the right to terminate the employment relationship with any employee, with or without notice.

During the introductory period, employees are not eligible for benefits.

Employees must obtain a Class A Commercial Driver's License (CDL) prior to the completion of the 60 days. If the CDL is not obtained within the 60 days, the employee may be terminated. There are circumstances that may warrant extended time given to obtain the CDL; the introductory period will then be extended on a case-by-case basis.

Nearing the completion of the introductory period, the employee's supervisor will discuss the employee's performance to date. If it is determined that more time is

needed to thoroughly evaluate the employee or additional time is needed to provide further training to meet the position requirements, the employee's supervisor may request the introductory period be extended.

It is also to be understood that at-will status does not change upon completion of the evaluation period. The employee should have no expectation of guaranteed employment at any time during employment.

10.2 Disciplinary Action Process

Employees of West Union Trenching, Inc are expected to perform their job duties satisfactorily, meet work expectations and conduct themselves professionally at all times. West Union Trenching, Inc reserves the right to discipline and/or terminate any employee who violates company policies, practices, or standards of conduct. Poor performance and misconduct are also grounds for discipline or termination.

Further, West Union Trenching, Inc does not have a policy of progressive discipline and is not obligated to administer corrective action using predetermined steps in any particular sequence. West Union Trenching, Inc may utilize a variety of corrective action steps including verbal warnings, written warnings, probation, suspension, demotion, or performance improvement plans. If an employee is unable or unwilling to meet the expectations outlined by West Union Trenching, Inc through corrective action, the employment relationship may be terminated. There are certain types of employment issues that are serious enough to justify immediate termination.

10.3 Grounds for Disciplinary Action

The following actions are unacceptable and are considered grounds for disciplinary action up to and including termination of employment. This is not all inclusive; it serves as an example of the types of conduct not tolerated at West Union Trenching, Inc. These include, but are not limited to:

- Engaging in acts of workplace discrimination or harassment
- Bullying including verbal, physical, gesture or exclusion bullying
- Unauthorized use of company property, equipment, or other company assets
- Damage, destruction or theft of company property or assets
- Removal of company property without prior authorization
- Disseminating company information without authorization
- Falsification, misrepresentation or omission of information, documents, or records
- Lying
- Insubordination or refusal to comply with directives
- Failing to adequately perform job duties
- Excessive or unexcused absenteeism or tardiness
- Disclosing confidential or proprietary company information without permission
- Illegal activity
- Workplace violence (or the threat of)
- False report of injury or illness
- Possession of weapons while on jobsite, on premises, or while on company time

- Disregard or safety and security procedures
- Disparaging or disrespecting of supervisors and/or co-workers
- Consumption, distribution, possession, sale, or use of controlled substances while on duty.
- Reporting to work under the influence of any controlled substance, such as drugs or alcohol, while at work, on company premises, engaged in company business, nor while driving a company vehicle or operating company equipment.
- Any other action or conduct that is inconsistent with company policies, procedures, standards, or expectations.

This list exhibits the types of actions or events that are subject to disciplinary action. It is not intended to indicate every act that could lead to disciplinary action. West Union Trenching, Inc reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case.

10.4 Performance Evaluations

West Union Trenching, Inc undertakes a performance management and evaluation system to provide a mechanism for reviewing employee's job performance, establishing goals for performance, and set a clear and mutually understood expectation for future objectives. While employees are encouraged to discuss personal performance and job-related concerns at any time, job performance at West Union Trenching, Inc will be evaluated both on a formal (day-to-day) basis, and on a formal basis, typically annually.

The goal of a formal performance review is to identify areas where an employee excels and areas that need improvement. West Union Trenching, Inc uses performance reviews as a tool to determine pay increases, promotions and/or terminations.

Performance reviews are based on merit, achievement and other factors that may include but are not limited to:

- Quality of work
- Productivity / Independence / Reliability
- Job knowledge
- Relationships / Cooperation / Teamwork / Commitment
- Attendance and timeliness
- Initiative / Creativity
- Adherence to company policy

Employees may also receive an appraisal any time there is a change in performance or changes in position duties. After a review, employees shall sign the evaluation to acknowledge the discussion of the review, that you are aware of the contents within, and you have been offered a copy.

It is important to note that a performance review does not guarantee a pay increase or promotion.

Evaluations or any subsequent change in employment status, position or pay does not alter the employees at will relationship with West Union Trenching, Inc.

11 Transportation & Travel

11.1 Company Vehicle Use

Authorized drivers are required to properly ensure proper maintenance of their company vehicle at all times. Vehicles should not be operated with any defect that would inhibit safe operation during current and foreseeable weather and lighting conditions. Preventive maintenance such as, but not limited to regular oil changes, lubrication, tire pressure, tire replacement, brake pad & rotor replacement and fluid checks determine to a large extent whether you will have a reliable, safe vehicle to drive and support work activities.

Company vehicles are provided to support business activities. Personal use is strictly limited and must always be approved by Erich Gamm at 563-380-4336 or VP of Operations at 563-380-9901. The only exceptions to this rule are incidental stops. Examples include stops at a restaurant for a meal, an Automatic Teller Machine (ATM) or financial institution, urgent care or emergency room, gas station/ convenience store, etc. Public perception of the company is influenced by how vehicles are operated and where they are seen in public. Vehicles should never be at locations perceived as inappropriate.

These vehicles are to be operated in compliance with motor vehicle laws and are to be operated only by qualified and authorized employees.

All passengers in a company vehicle must comply with all applicable state laws.

Seatbelts must be used by all occupants at all times the vehicle is engaged.

Drivers are personally responsible for the cost of all traffic citations, parking tickets, locksmith calls for retrieving keys, etc.

See Vehicle Use Agreement for more detailed information.

11.2 Personal Vehicle Use

Privately owned vehicles may be used for official company business when authorized, but drivers are encouraged to use company vehicles whenever feasible. The reimbursement rates and rules for use of an employee's personal vehicle are defined separately from the Fleet Management Policy. Employees who use their personal vehicles for company business are responsible for accidents and incidents that may occur. The employee's personal automobile liability and property damage insurance coverages are primary. In addition, the employee is responsible for any applicable insurance deductibles.

12 Electronic Device / Surveillance Systems

12.1 Use of Electronic Media & Computer Systems

Employees must be aware that they have no expectation of privacy in their use of company technology. Voicemail, email, and computer systems (including cell phones, tablets, etc.) used by employees of West Union Trenching, Inc are provided for the exchange of communication and information sharing as it pertains to the operations of business. These systems and the information stored within belong to West Union Trenching, Inc and West Union Trenching, Inc reserves the right to monitor, review or access the contents, at any time. Therefore, voicemail, email and computer systems, including the internet, should be used primarily for business purposes.

Further, West Union Trenching, Inc voicemail, email, and computer systems (including the internet, shall not be use used for:

- any illegal, discriminatory, threatening, harassing, abusive or offensive behavior;
- any activity in conjunction with employee's personal business ventures;
- illegal activity violating copyright, duplication of software or distribution of confidential business information.

12.2 Video Surveillance Systems

Video surveillance cameras are not used to monitor employee performance except as necessary to aid in a workplace or criminal investigation or in compliance with the terms of an official warrant. Placement of video surveillance cameras are used for safety and security purposes and to monitor areas where financial transactions are conducted.

Any person who tampers with or destroys a video surveillance camera or any part of a surveillance system will be subject to disciplinary action, up to and including termination.

12.3 Cell Phone Use

While at work, employees are expected to exercise good judgment in using personal cellphones. Excessive personal calls during the workday interferes with employee safety, productivity and is distracting to others. Employees are to make and receive any personal calls during nonwork time.

Employees whose job responsibilities include regular or occasional driving and who are issued a cellphone for business use are expected to refrain from using their phone while driving; use of a cellphone while driving is not required by the company. Safety must come before all else. Regardless of the circumstances, including slow or stopped traffic, employees are required to use hands-free operations when placing or accepting a call. Special attention should be given in situations where there is traffic or inclement weather, or the employee is driving in an unfamiliar area. Reading or sending text messages while driving is strictly

prohibited of ALL employees operating a company owned vehicle, regardless of CDL, or lack of.

West Union Trenching participates in the ban handed down by the US Department of Transportation regarding hand-held cellphones for commercial motor vehicle (CMV) Drivers. All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of cellphones at all times.

Hand-held mobile telephone is defined as:

- Using at least one hand to hold a mobile telephone to conduct a voice or text communication
- Dialing or answering a mobile telephone by pressing more than a single button, or
- Reaching for a mobile telephone in a manner that require a driver to maneuver so that he or she is no longer in seated driving position, restrained by a seat belt that is installed.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

West Union Trenching, Inc will not be liable for the loss of personal cellphones brought into the workplace.

See also Commercial Driver's Policy

13 Separation of Employment

13.1 Voluntary Separation

West Union Trenching, Inc understands personal situations can arise which requires employees to submit their resignation. Employees planning to leave the company are requested to submit a written resignation to Erich Gamm at least two weeks before the last date of scheduled work. To ensure a smooth exit process, this notice is considered a working notice during which the employee is not eligible to use paid time off in lieu of time worked.

Employees who fail to report to work for three (3) consecutive workdays, without notice, will be considered to have voluntarily resigned from West Union Trenching, Inc.

13.2 Final paycheck

Unless state law dictates otherwise, the final employee paycheck will be issued according to our normal payroll and will be via the current method of issuance on file. As permitted by state law, any monies owed to West Union Trenching, Inc will be deducted from your final paycheck.

13.3 Continuation of Benefits

Your coverage under all benefit programs ends on the last day of the month of which your employment ends.

Participants in health, dental and vision benefits can apply for continuing coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). This allows you, in most circumstances, to continue coverage for up to 18 months, provided you pay the premium. All COBRA information will be mailed to your address on file within 30 days of your last date of employment.

13.4 Return of Company Property

Employees must return all company property, including but not limited to:

- Keys
- Credit Card
- Cell phone
- Vehicle
- Safety Equipment
- Tools
- Company documents
- Company uniforms
- Handheld radios

13.5 Re-employment

Former employees of West Union Trenching, Inc who departed under satisfactory circumstances may be reconsidered for re-employment. The hiring process will be followed to ensure eligibility for hire.

14 Acknowledgements

The employee handbook details important information about West Union Trenching, Inc.

Please read the following statement and sign below, indicating your acknowledgement of the handbook:

- I have been provided a copy of the employee handbook and understand it is my responsibility to become fully informed on its contents.
- I understand that I should consult Erich Gamm or the office personnel with any questions I have pertaining to the contents of the employee handbook.
- I understand that no contract of employment has been expressed or implied and that no circumstance arising out of my employment will alter my at will employment relationship;
- I am aware that during the course of my employment, confidential information may become available to me. I understand that this information may not be disclosed to other parties outside of my employment with West Union Trenching, Inc.
- I understand that should the contents of this handbook change, I will be provided a notice of those changes.

I understand that my signature below indicates I have read and understand the above statements.

Employee Name: _____

Employee Signature: _____

Date: _____