

River Valley Air Conditioning, Inc.

Employee Handbook

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*** DENOTES CHANGES IN THE COMPANY HANDBOOK**

WELCOME ABOARD

Congratulations, you have joined an elite team of professionals who take pride in the work they do.

We have a special environment here because we want to associate ourselves with only those who are truly exceptional, those special people who have a strong desire to excel. We have no interest in merely achieving the ordinary. Our goal is the exceptional. As a member of our team, you are expected to lend your talents and energies to that goal. In return, you will have the rare opportunity to grow and advance on the basis of performance alone, and to develop skills that will serve you well throughout your career. This is a special environment. No one here is perfect. We make mistakes, we misjudge and we often fall short of our dreams; **but we never stop trying**. Each day brings us closer to the ideal; and, although perfection can never be attained, we still strive for it. The impossibility of perfection is no excuse for refusing to seek it. So, welcome aboard. You have been selected because we believe that you are special too.

As someone once said: **“Eagles don’t flock. You have to find them one at a time.”**

Commandments of Good Business

A Customer Is The Most Important
Person In Any Business.

A Customer Is Not Dependent On Us.
We Are Dependent Upon Him.

A Customer Is Not An Interruption
Of Our Work, He Is The Purpose Of It.

A Customer Does Us A Favor When He Calls,
We Are Not Doing Him A Favor By Serving Him.

A Customer Is Not A Statistic, He Is A Flesh And Blood
Human Being With Feelings And Emotions Like Our Own.

A Customer Is A Person Who Brings Us His Wants,
It Is Our Job To Fill Those Wants.

A Customer Is Deserving Of The Most Courteous
And Attentive Treatment We Can Give Him.

A Customer Is The Fellow That Makes It Possible
To Pay Your Salary, No Matter Who You Are.

A Customer Is The Lifeblood Of The Business!

EQUAL OPPORTUNITY

The only standard for employment, compensation, advancement and the receipt of benefits here is performance.

No one will be denied any of the above on the basis of age, sex, color, race, national origin or religious persuasion; nor will anyone receive special treatment for those reasons.

Everyone here is a person.

As such, your beliefs, views and persuasions will be respected. We only ask that you extend the same consideration to your colleagues.

PERSONAL RECORDS

Your personal information, including the amount of your compensation, will be maintained in the strictest confidence and will be available only to employee and those who have written authorization signed by employee or required by law.

Information regarding your personal situation is essential to the operation of an efficient company. Therefore, we ask that you inform your manager of any changes in your address, legal name, marital status, tax deductions, home phone number, family size and or social security number.

PERSONAL TOOLS

Any personal belongings, such as tools that he/she provides for work will be at the employee's expense. Any personal tools that are misplaced, lost or stolen will not be replaced or the responsibility of *River Valley A/C, Inc.* Each employee must be responsible for their own personal belongings.

Tools may be purchased through *River Valley A/C, Inc.* with consent once employment has been verified and work has been established with the company. Any tools purchased through *River Valley A/C, Inc.* will have funds deducted from the employee's payroll check in three (3) equal payments until full payment is made. If by chance there is any outstanding balance on any tools and that employee is laid off or released from his/her job, that employee will have the opportunity to pay the remaining balance in full or return their tools to *River Valley A/C, Inc.*

COMPANY VEHICLES, TOOLS & OFFICE EQUIPMENT

All Vehicles, Machinery, Tools, Computers and Office Equipment are the property of *River Valley A/C, Inc.* and any personal use of this property is **STRICTLY PROHIBITED.**

COMPENSATION

Any discussions regarding your compensation should be held with your immediate manager.

Reviews of your compensation for the purpose of either increases or reductions are the sole discretion of your manager, and will not be challenged or modified by anyone else in the firm.

Compensation reviews will be based upon a number of determining factors:

1. Employee performance
2. Attendance
3. Punctuality
4. Duration of stay with the company starting from the last date of hire.
5. Overall attitude towards job responsibilities, environment and fellow employees.

All employees who receive non-commission income will be given a salary review once a year.

No money other than wages and authorized expense reimbursements will be issued to employees.

All matters regarding compensation are strictly confidential.

It is the policy of the company not to loan money to anyone, So Please Don't Ask!

PAYROLL

Payroll checks are produced once a week.

All employees are responsible for filling out a time card with detailed information, such as, their name, dates, job address or customer name, state and time on job.

A payroll week runs from Thursday a.m. to Wednesday p.m.

Time cards must be submitted ***on a daily basis with the final Wednesday time card turned in no later than Thursday morning at 8:00 a.m.***

Any time card submitted after 8:00 a.m. Thursday, is subject to be carried over to the following week's payroll.

Any questions or problems about your payroll checks will have to be discussed with your manager.

Weekly payroll checks will be available no earlier than 12:00 p.m. Friday.

PAYROLL EXCLUSIONS

Unfortunately, *River Valley Air Conditioning, Inc.* understands that times are tough, and it is your responsibility to attend certain events such as jury duty, a loss of a loved one or friend, personal time off other than vacation, etc... However, *River Valley Air Conditioning, Inc.* does not compensate for this time to attend these events or time off.

PAID SICK LEAVE POLICY

River Valley Air Conditioning, Inc. will provide eligible employees with five (5) days or forty (40) hours of paid sick time on their first day of employment. You will need to meet the ninety (90) day employment requirement before taking any leave.

Unused paid sick time WILL NOT carry over from year to year. However, *RVAC, Inc.* will place five (5) days or forty (40) hours of paid sick time into your leave bank each year on your anniversary date.

Employees will be able to access all five (5) days or forty (40) hours of paid sick time at the beginning of each 12-month period.

RVAC, Inc. DOES NOT pay employees for unused paid sick time.

Qualifying Reasons for Paid Sick Leave

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member as defined below.
- Preventative care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purpose of paid sick leave, a covered family member includes:

- A child defined as a biological, foster or adopted child; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.
- A "parent" defined as a biological, foster or adoptive parent; a stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if he or she is not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

Use of Paid Sick Leave

If the need for paid sick leave is foreseeable, employees shall provide advance written notification with Kelly Kramer in *Human Resources* as well as your office or field manager. If the need for paid sick leave is not foreseeable, employees shall provide notice with Kelly Kramer in *Human Resources*, as well as your office or field manager as soon as practicable.

An employee's use of paid sick time may be run concurrent with other leaves under local, state or federal law.

HOLIDAYS

THE FOLLOWING HOLIDAYS WILL BE OBSERVED
AND PAID* AT STRAIGHT TIME!

MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
*THANKSGIVING**
CHRISTMAS
NEW YEARS DAY

If a holiday falls on a weekend, the paid holiday will be determined by the closest day to that holiday. (For example, if the holiday falls on Saturday, the paid day off will be Friday, if it falls on Sunday, then Monday would be the paid day off)

***Payroll will be written on Wednesday, the day before Thanksgiving and checks will be available for pick-up by 4:00pm that afternoon.**

***Please fill time cards out as you would normally do. Wednesday's time card will be held until the following week, so your pay checks can be given out before the Holiday's.**

River Valley Air Conditioning, Inc. may close additional holidays depending on work schedules. These days WILL NOT be paid as HOLIDAY PAY unless they are one of the six (6) holidays listed above.

Martin Luther King (Non-Paid)
Lincoln's Birthday (Non-Paid)
President's Day (Non-Paid)
Veteran's Day (Non-Paid)
Day after Thanksgiving (Non-Paid)
Christmas Eve Day (Non-Paid)
Day after Christmas (Non-Paid)

EMPLOYEE DISCOUNTS

All employees who have been with the company for over 90 days will be eligible for employee discounts.

Employee discounts are as follows:

50% OFF FULL RETAIL PRICE OF ALL HEATING AND AIR SERVICES
(ALL LABOR CHARGES)

COST PLUS 10% OF ALL RETAIL SALES
(ALL EQUIPMENT, TOOLS & MATERIALS)

WORKERS COMPENSATION

River Valley Air Conditioning provides its employees with a safe and healthful place to work, with approved protective and safety equipment as necessary to protect them from hazardous working conditions.

Everyone is required to observe established safe practices and to report unsafe conditions to your supervisor.

Each employee is covered by Workers Compensation Insurance, which provides significant benefits in case of an accident occurring on the job.

STATE DISABILITY COVERAGE

Each employee is covered under various state disability insurance programs, which provide disability insurance payable when you cannot work due to sickness or injury not caused by your job.

HEALTH INSURANCE

River Valley Air Conditioning, Inc. is enrolled in a health insurance program that helps protect you and your family against the high costs of illness, accidents and hospitalizations. Any employee will become eligible for insurance coverage after 60 days from the date of hire. 50% of the cost of the employee health benefits will be paid by *River Valley Air Conditioning, Inc.* The remaining 50% will be deducted weekly from the employee's weekly paycheck. All other dependents coverage cost is the responsibility of the employee.

Health coverage and/or the cost of coverage is subject to change at any time. A 30-day notice will be given by *River Valley Air Conditioning, Inc.* of any changes to this policy.

River Valley Air Conditioning, Inc. assumes no responsibility for processing or payments of claims.

Any disputes regarding coverage or payments of claims will be between the insurance provider and the employee.

TARDINESS

Coming to work late, except for those situations for which it is absolutely unavoidable, is an insult to your colleagues.

Since we are a team, we depend very heavily on each other, which make's tardiness an intolerable condition.

At those times when you know that you will be unavoidably detained, you are accountable for informing your manager at once.

SICKNESS

Calling in to work for sickness or any other reason requires a 24-hour notice if possible. If not possible, you must contact Kelly Kramer in *Human Resources* at the main office at (760)326-3020 ext. 102 as soon as possible that business morning.

CONTACTING A CO-WORKER TO MAKE THE CALL FOR YOU IS NOT EXCEPTABLE UNLESS FOR SOME REASON YOU ARE NOT ABLE TO DO IT YOURSELF

If an employee is off work due to a sickness for more than 3 days, a doctor's excuse will be required to return to work.

HOME AND WORK

As a valued member of our team, your personal success is of great concern to us. Your development as a person, as well as a professional, not only enriches you but also enhances the environment in which we all work.

Any personal problems you may have concern us because you're a member of a team. While we do not provide personal counseling services, each member of the team is expected to come to the assistance of anyone else who is in distress, with whatever assistance is reasonable and legal.

However, we will not tolerate the attempt by anyone to make the company or any other employee the victim of one's personal difficulties. When you come to work, you are expected to be a professional. Any anger or tension that results from problems outside this environment may not be directed to any member of the team. If you need help, please ask; but avoid any behavior that may make a colleague pay for a hurt that you have suffered elsewhere.

COMMON COURTESY

Just as your manager would not make your short coming a matter of public information, you should avoid doing the same with respect to the company and your colleagues.

If you have a complaint or a grievance with anyone or anything in respect to your working environment, bring it to the attention of your manager, privately.

Similarly, if you need to reprimand a subordinate, extend to him, or her, the same common courtesy.

Public criticism whether a manager or a subordinate will not be tolerated. It is an established fact that those who complain the loudest and the most indiscriminately are those who achieve the least.

As we said before, no one here is perfect; but everyone, the company included deserves courteous treatment.

EATING AND DRINKING

As long as it does not represent any kind of health hazard, you are permitted to eat and drink at your workstation, or any other location provided by the company.

In all cases, eating or drinking must not interfere with your work in progress, or in anyway compromise the highest standards of cleanliness. Therefore, we ask you to be neat and to treat the environment as you would your own home.

YOUR WORK STATION

Safe, pleasant and efficient working conditions are in everyone's interest.

Please keep your workstation neat and orderly, and, in particular, free of any health hazards.

If we are to take pride in what we do, we must also take pride in where we work.

All employees are responsible for any company trucks, tools and or materials that they use and will be fully accountable for any loss or damage to these items.

HEALTH AND SAFETY

Although the company strives to maintain the very highest safety and health standards, the success of such a program rests ultimately with every one of us.

You will be informed by your manager of any particular safety regulations that pertain to your position. Please become familiar with these rules and adhere to them at all times. Also, we ask you to report to your manager, any conditions that you feel might represent a potential hazard to the safety of any employee or person.

Should you be injured in the course of fulfilling your accountabilities, please report it immediately to your manager. (Injuries must be reported within 8 hours to be covered by worker's compensation). The company provides Workman's Compensation Insurance consistent with the laws of California, Arizona and Nevada. ***You do not pay for this insurance, it is paid by River Valley Air Conditioning, Inc.***

River Valley Air Conditioning, Inc. reserves the right to perform or have performed, alcohol or drug testing at any time. Failure to submit to this testing can be grounds for dismissal.

River Valley Air Conditioning, Inc. reserves the right to initiate background checks at any time prior to, or after hiring for criminal or Department of Motor Vehicle violations.

SEXUAL HARASSMENT

It is the policy of *River Valley Air Conditioning, Inc.* that all employees are responsible for ensuring the workplace is free from sexual harassment. Because our company strongly disapproves of offensive or inappropriate sexual behavior at work, all employees must avoid any action or conduct which could be viewed as sexual harassment.

Sexual harassment includes unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of sexually harassing nature, when (1) submission to the harassment is made whether explicitly or implicitly a term or condition of employment; (2) submission to or rejection of the harassment is used as the basis for employment decisions affecting the individual; or (3) the harassment has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment.

Any employee who has a complaint of sexual harassment at work by anyone, including supervisors, coworkers or visitors, should first clearly inform the harasser that his/her behavior is offensive or unwelcome and request that the behavior stop. If the behavior continues, the employee must immediately bring the matter to the attention of their supervisor. If the immediate supervisor is involved in the harassing activity, the violation should be reported to that immediate supervisor's superior, the department personnel officer, or the human resources coordinator, who can be reached at the office Phone #(760)326-3020 ext. 102.

If a supervisor or personnel officer knows of an incident of sexual harassment, they shall take appropriate remedial action immediately. If the alleged harassment involves any type of threats of physical harm to the victim, the alleged harasser may be suspended without pay. If the investigation supports charges of sexual harassment, disciplinary action against the alleged harasser will take place and may include termination. If the investigation reveals that the charges were brought falsely and with malicious intent, the charging party may be subject to disciplinary action, up to and including termination.

RULES OF CONDUCT

The following are grounds for immediate dismissal:

1. Carrying, using or distributing illegal drugs and materials on company premises or when in contact with any of the company's customers, suppliers, in company vehicles or when representing the company in any manner.
2. Being under the influence of alcohol or any illegal drugs or substances.
3. Refusing a drug/alcohol screening.
4. Performing or encouraging anyone else to perform acts that are illegal
5. Theft
6. Purposeful destruction and/or damaging of company property or the property of any individual.
7. Uttering or writing any remarks that are prejudicial on the basis of sex, age, color, race, national origin or religious persuasion.
8. Public criticism of any employee or of the company itself.
9. Refusal to adhere to the company's dress code.
10. Directly or indirectly engaging or participating in any other business activity that River Valley Air Conditioning, Inc. in its reasonable discretion, determined to be in conflict with the best interest of River Valley Air Conditioning, Inc.

TERMINATION

The company's philosophy emphasizes a team approach and recognizes that long term employment is most beneficial to the development of that team. However, it will occasionally become necessary for either the company or the employee to terminate his/her employment.

In those situations the following policies will apply:

Nothing in this handbook is to be construed as a contract. Employment is **AT THE WILL** of *River Valley Air Conditioning, Inc.* **Either *River Valley Air Conditioning, Inc.*, or the employee, may at any time terminate the employment with or without cause.** Written or oral statements made to the employee are not to be interpreted in any way that alters the "AT WILL" relationship. Disciplinary procedures in the handbook are "ADVISORY" and not binding on *River Valley Air Conditioning, Inc.* Disciplinary procedures may be adjusted or modified at the discretion of *River Valley Air Conditioning, Inc.* *River Valley Air Conditioning, Inc.* may change any terms or conditions of employment - whether these are stated in the handbook or established through employment practices.

1. If the employee initiates the termination, the company must receive at least **one** weeks notice before the departure date.
2. When the company initiates termination, its effect will be immediate and there will be no termination benefits allowed.

GROOMING AND DRESS STANDARDS

The dress standards listed in this manual have not been created without good reason.

You must always keep in mind the fact that sales are made in only a few seconds.

What you wear and how you look are very important.

You must make sure that at all times the customer feels comfortable with you as a professional representative of the company.

While some of our standards may seem a little stringent, you may be assured that they exist for good reason.

Not simply because we want it this way.

BUT BECAUSE OUR CUSTOMERS DEMAND IT!

GROOMING STANDARDS:

- 1. All personnel must be clean-shaven every day.**
- 2. All personnel with moustaches must keep their moustache well trimmed.**
- 3. If anyone insists on wearing a beard, it must be kept neatly trimmed at all times. It must be worn in the most conservative fashion. This will also be subject to the sole discretion of your manager.**
- 4. All personnel must keep their hair clean and neatly trimmed.**
- 5. All personnel must be at all times considered by your manager to be professionally presentable to the company's customers.**
- 6. *River Valley Air Conditioning, Inc.* reserves the right to refuse work to anyone considered by a manager to be unable to work or is unpresentable to our customers due to sickness, lack of sleep, personal hygiene, or physical inability to perform their duties. This will be subject to the sole discretion of your manager.**

COMPANY OWNED VEHICLE POLICY

It is the policy of River Valley Air Conditioning, Inc. to take all reasonable efforts to ensure the safe operation of our vehicles and the general safety of our employees. We consider this policy to be a condition of employment. The following requirements are applicable to our operations, effective immediately.

Vehicles: Company vehicles are to be used for authorized business and NOT for personal use at any time. All authorized drivers and passengers must use seat belts when the vehicle is moving. Occupancy is restricted to the number of driver and passenger seats meeting current Department of Transportation requirements. Vehicles are to be inspected on a continuing basis, with any unsafe conditions reported to management, prior to operating the vehicle on public premises. The company will provide the necessary registration and insurance cards, as needed for regulatory compliance.

Drivers: Designated drivers, who met the requirements of our company, are responsible for the safe operation of their vehicles. This includes operating the vehicle at or under posted speed limits and following posted traffic controls. Unauthorized drivers are prohibited from operating company vehicles. The unauthorized list includes, but not limited to: spouses, young adults and others, unless written permission is received from the company on a case by case base, prior to operation of the vehicle.

Policy requirements:

- ✓ Vehicle operators must have a valid and appropriate driver's license whenever they are operating a company vehicle.
- ✓ All parking or traffic tickets **are the responsibility of the driver, however must be reported, in writing, to management before leaving the premises on the day of the incident.**
- ✓ All accidents, including but not limited to: damage to company vehicles, damage to third party vehicles or property damage, **must be reported to management as soon as is possible, but not later than the end of the day when the incident/accident occurred.**
- ✓ Failure to report vehicle damage, damage to third party vehicles or property and/or **failure to notify the company of driving violations are serious abuse of company policy. Violations will result in appropriate disciplinary action, up to and including termination.**

DRIVING POLICY

River Valley Air Conditioning, Inc. has made a commitment of safety, service and quality to both our employees and customers. *River Valley Air Conditioning, Inc.* mandates that our employees operate all vehicles owned by or used by *River Valley Air Conditioning, Inc.* in a safe and economic manner. Policy guidelines are summarized by the following:

1. Vehicles are not to be operated unless in a safe operating condition.
2. Drivers must be physically and mentally able to drive safely.
3. Drivers must conform to all traffic laws with allowances made for adverse weather and traffic conditions.
4. Respect the rights of other drivers and pedestrians. Courtesy is contagious.
5. Drivers may not use drugs or alcohol while operating a vehicle owned by *River Valley Air Conditioning, Inc.*

ACCIDENTS:

All accidents are to be reported to management of River Valley Air Conditioning, Inc. within twenty-four (24) hours after the accident occurs. All accidents will be reviewed by the safety committee/management and classified as either preventable or non-preventable. *A preventable accident is defined as an accident in which the driver failed to do everything reasonable possible to avoid it.*

1. Drivers who have a preventable accident will be notified in writing and the report will be filed in their personnel file.
2. Drivers who are involved in two (2) preventable accidents in twelve (12) month period are required to attend a Defense Driving Course or equivalent.

TRAFFIC VIOLATIONS:

Motor Vehicle Records (MVR) will be checked annually on all employees where driving is part of their job description. The MVR will be reviewed to ascertain the employee holds a valid license and their record is within the parameters set by company management. **MVR checks and reveal:**

1. **Two (2) moving violations in the past twenty four (24) months, or**
2. **One (1) conviction of reckless driving in the past thirty six (36) months will require the driver to attend a Defense Driving Course or equivalent.**

DRIVING POLICY, Cont'd

Any of the following are grounds for immediate dismissal:

1. Conviction of driving under the influence of alcohol (drunk driving or any other mind altering substance);
2. Refusal to take a breath analyzer test;
3. Two or more preventable accidents in a twelve (12) month period;
4. Fleeing the scene of an accident;
5. Homicide, assault, or criminal negligence resulting from operation of a vehicle;
6. Driving while license is suspended or revoked;
7. Reckless driving;
8. Frequent and/or severe traffic violations such as:
 - a) Three violations in three (3) years.
 - b) Two violations in three (3) years, if speeding 10 or m.p.h. over posted limit, or
 - c) Two violations in two (2) years.
9. Any other reason in which management believes that an unsafe condition exists.
10. **Unauthorized use of company vehicles.**

PASSENGERS:

Hitchhikers and passengers, other than *River Valley Air Conditioning, Inc.* employees, are not permitted.

SEAT BELTS:

Seat belts must be worn whenever the vehicle is in motion.

SECURING CARGO:

Cargo will be secured and all doors locked while en route and while the vehicles are parked.

I, _____ do hereby acknowledge receiving the vehicle and driver conditions policy. I agree to the policy, as a condition of employment, and by signing agree to the following conditions established by *River Valley Air Conditioning, Inc.*

IN CONCLUSION

I hope this handbook helps you to understand the rules and regulations of our business.

We can grow and prosper together with teamwork!

We welcome any suggestions good or bad on how we can make this relationship and this business work for the entire team.

Good Luck and welcome aboard!

COMPANY REFRIGERANT POLICY

As a means of compliance with the clean air act and the mandate from the Environmental Protection Agency (EPA) *River Valley Air Conditioning, Inc.* has formed this comprehensive policy to guarantee the regulations and laws are observed.

NO VENT LAW:

As of July 1, 1992, it is against the law to vent refrigerants to the atmosphere for any reason. River Valley Air Conditioning by this instrument is setting policy in writing that clearly shows compliance to this law.

1. River Valley Air Conditioning has purchased recovery and recycling equipment to outfit each service truck with a means of recovering or recycling refrigerants. It will become the responsibility of River Valley Air Conditioning to provide a machine in good working order to each technician that is required to handle and service equipment that uses refrigerants. If for some reason the machine does not function properly, the technician will be required to replace the non-functioning recovery device with one that functions before proceeding with the service call. This will be accomplished without loss of compensation to the technician.
2. Each technician will have access to recovery and recycling equipment and the care and maintenance of this equipment will be his responsibility. Each machine will have a usage tag on it and the scheduled maintenance required. In the case of recovering refrigerant from a burned-out system the maintenance must be performed on the machine as part of the service call and accomplished before the service call can be completed. Recovery and recycling equipment that fails due to improper maintenance will become the responsibility of the service technician.
3. Any refrigerant that is recycled will have a recycle report completely filled out and signed by the building owner prior to returning the recycled refrigerant to the system being serviced.

Name of Employee

Signature of Employee

Date

FIELD RELATED RECORD KEEPING:

River Valley Air Conditioning, Inc. requires the following records be kept to guarantee performance in the field to comply with the laws and to establish data for compiling accurate cost information.

1. When a drum of virgin refrigerant is drawn from stock it must have an inventory usage card attached to it. This card will track the audit trail of the refrigerant and tell where each pound went.
2. Each time recovery or recycling equipment is hooked to a piece of equipment a record of this will be made by filling out the recycling report or adding an entry on the recovery report. When the recovery machine usage report shows that the scheduled maintenance has come due it must be performed as part of the service call that completed the maintenance cycle. For no reason will a machine be returned to your truck or the shop that is in need of scheduled maintenance.
3. When compressors, reversing valves, dryers, and other related parts are installed on a system that require the use of recovery equipment to deal with the refrigerant a disposition of the recovered or recycled refrigerant must be entered on the parts installation form. This also applies to the retro fit of the existing compressor bearing units that are being replaced with new equipment. The date, amount of recovered, recycled refrigerant and the disposition must be on each transaction. If multiple parts are installed on the same system during one service call, only one entry is needed.

Name of Employee

Signature of Employee

Date

HANDLING OF REFRIGERANT WHERE ON SITE STORAGE OCCURS:

1. **NO DISPOSABLE REFRIGERANT CYLINDER WILL EVER BE FILLED**
2. **NO APPROVED FILLABLE REFRIGERANT CONTAINER WILL BE FILLED IN EXCESS OF 80% OF FLUID CAPACITY.** The hydrostatic pressure created by over filling refrigerant containers poses a serious safety violation. This condition can result in an explosion of impressive magnitude, causing serious damage both to the personnel and property.
3. Oils that are extracted from refrigerant, recovery machines, or vacuum pumps will be stored in a barrel that is marked for this oil and be properly disposed of.
4. **REFRIGERANT MUST NOT BE MIXED. A SEPARATE RECOVERY VESSEL FOR EACH REFRIGERANT WILL BE PROVIDED.** Reclamation centers will not accept mixed refrigerants and will be charged for disposal of the mixed gasses. It is imperative that the refrigerant be kept separate and stored in the proper container.
5. Before shipping each cylinder of refrigerant that is to be returned to the reclamation center will go through the following process. First, it will be weighed to guarantee that it is not overfilled and a safety hazard. Then the proper return tag will be attached to the cylinder giving the information needed, type of refrigerant, where it came from, etc. It then will be scheduled for return. When it is ready to ship the carrier, and the description of the shipment will be entered on the refrigerant return log.

Name of Employee

Signature of Employee

Date

Witness Signature

Date

CONFIDENTIALITY AGREEMENT

I, the undersigned employee, understand that in the course of my employment with *River Valley Air Conditioning, Inc.*, I may have access to and become acquainted with information both oral and written of a confidential, proprietary or secret nature which is or may be either applicable or related to the present or future business of the company, its research and development, or the business of its customers. Such trade secret information includes, but not limited to, devices, inventions, process, compilations of information, records, specifications and information concerning customers and/or vendors.

I agree that I will not disclose any of the above-mentioned trade secrets, directly or indirectly, or use them in any way, either during the term of my employment or at any time thereafter, except as required in the course of my employment with *River Valley Air Conditioning, Inc.*

I further understand that I am an at will employee of *River Valley Air Conditioning, Inc.* and that this agreement is not to be construed as constituting a promise of continued employment.

NON-COMPETE AGREEMENT

(While Employed by RVAC)

I, the undersigned employee hereby agree not to directly or indirectly compete with the business of River Valley Air Conditioning, Inc. during the period of my employment. The term "NON-COMPETE" as used herein shall mean that the employee SHALL NOT manage, consult or perform work personally or in business substantially similar to, or competitive with, River Valley Air Conditioning, Inc. during the term of employment.

Non-Compliance with this agreement shall be deemed grounds for immediate dismissal.

Name of Employee

Signature of Employee

Date

THINK SAFETY

- ✓ Move Sheet Metal to center of bench.
- ✓ Keep sharp points bent over or cut off in trash barrel.
- ✓ Keep stairways clean and clear of debris.
- ✓ Keep debris and metal off floor.
- ✓ Secure all ladders and materials properly on trucks.
- ✓ Secure all nitrogen, oxygen, acetylene and refrigerant tanks properly.
- ✓ Wear goggles, protective clothing and hard hats when needed.
- ✓ Repair or dispose of any frayed extension cords and power tools cords.
- ✓ Repair or dispose of any damaged ladders.
- ✓ Use a fire extinguisher or water hose when potential fire risks.
- ✓ Drive safely and considerately. You are a representative of River Valley Air Conditioning.
- ✓ **THINK** - Before Proceeding.

BE CAREFUL

Definitions of Operation Codes for Time Cards

<i>C</i>	<i>Call Back</i>	All work that is un-billable or un-collectable due to defects or any other reason <i>CAUSED BY RIVER VALLEY A/C, Inc.</i>
<i>V</i>	<i>Vacation</i>	Self-Explanatory
<i>H</i>	<i>Holiday</i>	Self-Explanatory
<i>I</i>	<i>Install</i>	All billable and collectable construction work.
<i>S</i>	<i>Service</i>	All billable and collectable service work performed anywhere.
<i>W</i>	<i>Warranty</i>	All work that is un-billable or un-collectable <i>DUE</i> to <i>MANUFACTURER'S</i> or <i>SUPPLIER DEFECTS</i> .
<i>A</i>	<i>Svc Agreement</i>	Work performed as a preventative maintenance to service agreement customers. (Previously paid, not selling or service agreement)
<i>U</i>	<i>Un-Applied</i>	All time un-billable or un-collectable you are not able to charge to any other category.
<i>P</i>	<i>Shop Time</i>	All work un-billable or un-collectable performed at the shop. Cleanup, repairs, stocking, etc. <i>Pulling materials or parts for specific jobs should be charged to that job.</i>
<i>T</i>	<i>Travel</i>	Travel time un-billable or un-collectable from customers. If "Trip" charges are billed to customer. " <i>Charge Under Service</i> " (<i>S</i>)
<i>F</i>	<i>Fabrication</i>	All work billable and collectable for specific jobs, including stock items done in the shop. (Fabrication, repairs, etc...)

EMPLOYEE CHECK LIST

NAME: _____ DATE: _____

<u>Description</u>	<u>Quantity</u>	<u>Signature</u>	<u>Return Date</u>
Employee Shirts			
Company Phone			
Phone Charger			
Phone Clip			
Employee Handbook			
Refrigerant Log			
Truck Inventory Log			
Flat Rate Book			
6ft Ladder			
8ft Ladder			
28ft Ext Ladder			
30lb Recovery Tank			
50lb Recovery Tank			
Recovery Unit Promax M# & S#			
Truck License #			
Torch Set			
Oxygen Bottle			
Acetylene Bottle			
Electric Scales			
Vacuum Pump			
Nitrogen Bottle			
Nitrogen Regulator			

ACKNOWLEDGMENT OF HANDBOOK

I acknowledge receipt of this employee handbook by *River Valley Air Conditioning, Inc.* I agree to follow all rules and guidelines given in this employee handbook, with the knowledge that any rules not followed may be reason for dismissal

Name of Employee

Signature of Employee

Date

Signature of Witness

Date

Copy-

SEXUAL HARASSMENT

It is the policy of *River Valley Air Conditioning, Inc.* that all employees are responsible for ensuring the workplace is free from sexual harassment. Because our company strongly disapproves of offensive or inappropriate sexual behavior at work, all employees must avoid any action or conduct which could be viewed as sexual harassment.

Sexual harassment includes unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of sexually harassing nature, when (1) submission to the harassment is made whether explicitly or implicitly a term or condition of employment; (2) submission to or rejection of the harassment is used as the basis for employment decisions affecting the individual; or (3) the harassment has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment.

Any employee who has a complaint of sexual harassment at work by anyone, including supervisors, coworkers or visitors, should first clearly inform the harasser that his/her behavior is offensive or unwelcome and request that the behavior stop. If the behavior continues, the employee must immediately bring the matter to the attention of their supervisor. If the immediate supervisor is involved in the harassing activity, the violation should be reported to that immediate supervisor's superior, the department personnel officer, or the human resources coordinator, who can be reached at the office Phone #(760)326-3020 ext. 29.

If a supervisor or personnel officer knows of an incident of sexual harassment, they shall take appropriate remedial action immediately. If the alleged harassment involves any type of threats of physical harm to the victim, the alleged harasser may be suspended without pay. If the investigation supports charges of sexual harassment, disciplinary action against the alleged harasser will take place and may include termination. If the investigation reveals that the charges were brought falsely and with malicious intent, the charging party may be subject to disciplinary action, up to and including termination.

Name of Employee

Signature of Employee

Date

Copy-

COMPANY OWNED VEHICLE POLICY

It is the policy of River Valley Air Conditioning, Inc. to take all reasonable efforts to ensure the safe operation of our vehicles and the general safety of our employees. We consider this policy to be a condition of employment. The following requirements are applicable to our operations, effective immediately.

Vehicles: Company vehicles are to be used for authorized business and *NOT* for personal use at any time. All authorized drivers and passengers must use seat belts when the vehicle is moving. Occupancy is restricted to the number of driver and passenger seats meeting current Department of Transportation requirements. Vehicles are to be inspected on a continuing basis, with any unsafe conditions reported to management, prior to operating the vehicle on public premises. The company will provide the necessary registration and insurance cards, as needed for regulatory compliance.

Drivers: Designated drivers, who met the requirements of our company, are responsible for the safe operation of their vehicles. This includes operating the vehicle at or under posted speed limits and following posted traffic controls. Unauthorized drivers are prohibited from operating company vehicles. The unauthorized list includes, but not limited to: spouses, young adults and others, unless written permission is received from the company on a case by case base, prior to operation of the vehicle.

Policy requirements:

- ✓ Vehicle operators must have a valid and appropriate driver's license whenever they are operating a company vehicle.
- ✓ All parking or traffic tickets are the responsibility of the driver, however must be reported, in writing, to management before leaving the premises on the day of the incident.
- ✓ All accidents, including but not limited to: damage to company vehicles, damage to third party vehicles or property damage, must be reported to management as soon as is possible, but not later than the end of the day when the incident/accident occurred.
- ✓ Failure to report vehicle damage, damage to third party vehicles or property and/or failure to notify the company of driving violations are serious abuse of company policy. Violations will result in appropriate disciplinary action, up to and including termination.

DRIVING POLICY

River Valley Air Conditioning, Inc. has made a commitment of safety, service and quality to both our employees and customers. *River Valley Air Conditioning, Inc.* mandates that our employees operate all vehicles owned by or used by *River Valley Air Conditioning, Inc.* in a safe and economic manner. Policy guidelines are summarized by the following:

6. Vehicles are not to be operated unless in a safe operating condition.
7. Drivers must be physically and mentally able to drive safely.
8. Drivers must confirm to all traffic laws with allowances made for adverse weather and traffic conditions.
9. Respect the rights of other drivers and pedestrians. Courtesy is contagious.
10. Drivers may not use drugs or alcohol while operating a vehicle owned by *River Valley Air Conditioning, Inc.*

ACCIDENTS:

All accidents are to be reported to management of *River Valley Air Conditioning, Inc.* within twenty-four (24) hours after the accident occurs. All accidents will be reviewed by the safety committee/management and classified as either preventable or non-preventable. *A preventable accident is defined as an accident in which the driver failed to do everything reasonable possible to avoid it.*

3. Drivers who have a preventable accident will be notified in writing and the report will be filed in their personnel file.
4. Drivers who are involved in two (2) preventable accidents in twelve (12) month period are required to attend a Defense Driving Course or equivalent.

TRAFFIC VIOLATIONS:

Motor Vehicle Records (MVR) will be checked annually on all employees where driving is part or their job description. The MVR will be reviewed to ascertain the employee holds a valid license and their record is within the parameters set by company management. MVR checks and reveal:

1. Two (2) moving violations in the past twenty-four (24) months, or
2. One (1) conviction of reckless driving in the past thirty-six (36) months will require the driver to attend a Defense Driving Course or equivalent.

Copy-

DRIVING POLICY, Cont'd

Any of the following are grounds for immediate dismissal:

1. Conviction of driving under the influence of alcohol (drunk driving or any other mind altering substance);
2. Refusal to take a breath analyzer test;
3. Two or more preventable accidents in a twelve (12) month period;
4. Fleeing the scene of an accident;
5. Homicide, assault, or criminal negligence resulting from operation of a vehicle;
6. Driving while license is suspended or revoked;
7. Reckless driving;
8. Frequent and/or severe traffic violations such as:
 - a) Three violations in three (3) years.
 - b) Two violations in three (3) years, if speeding 15 or m.p.h. over posted limit, or
 - c) Two violations in two (2) years.
9. Any other reason in which management believes that an unsafe condition exists.

PASSENGERS:

Hitchhikers and passengers, other than *River Valley Air Conditioning, Inc.* employees, are not permitted.

SEAT BELTS:

Seat belts must be worn whenever the vehicle is in motion.

SECURING CARGO:

Cargo will be secured and all doors locked while en route and while the vehicles are parked.

I, _____ do hereby acknowledge receiving the vehicle and driver conditions policy. I agree to the policy, as a condition of employment, and by signing agree to the following conditions established by *River Valley Air Conditioning, Inc.*

Copy-

River Valley Air Conditioning Confidential Drug Testing Consent Form

I understand that I am being asked to provide a blood, urine or hair specimen for testing to determine the presence of alcohol, drugs or controlled substances in my system. I understand that I do not have to provide such a specimen if I choose not to do so, but that my refusal may result in termination of my employment or my disqualification from consideration of employment.

I hereby give consent to and authorize *River Valley Air Conditioning, Inc.* and the chosen medical facility and its agents, employees and/or physicians to take a blood/urine specimen and to use such specimen in any manner that the facility and its agents, employees, and physicians deem appropriate, including, but not limited to, releasing such specimen to a testing laboratory, hospital, or other service for testing. I hereby give consent to and authorize the facility and its agents, employees, and/or physicians chosen by the facility and any such laboratory, hospital, person or service to conduct drug tests and to release the results of the tests or other information concerning the specimen to the management of *River Valley Air Conditioning, Inc.*

I hereby release *River Valley Air Conditioning, Inc.* and the chosen medical facility, its officers, agents, employees, physicians and any laboratory, hospital, person or facility responsible for testing, from any and all claims, cause of action, damages or liabilities relating to the testing or use and dissemination of test results, including but not limited to, all claims for injuries or damages arising out of or relating to the collection of specimens, procedures, the release of information or results concerning such testing, or any action taken regarding any employability or continued employment as a result of such testing and/or test results.

_____ I consent to provide a blood/urine/hair specimen for use in the manner described herein.

_____ I refuse to provide a blood/urine specimen. I understand that my refusal is grounds for immediate termination or disqualification from employment consideration.

Employee or Applicants Signature

Specimen Taken By

Witness Signature

Facility Specimen Taken To

Date

Copy-

COMPANY REFRIGERANT POLICY

As a means of compliance with the clean air act and the mandate from the Environmental Protection Agency (EPA) *River Valley Air Conditioning, Inc.* has formed this comprehensive policy to guarantee the regulations and laws are observed.

NO VENT LAW:

As of July 1, 1992, it is against the law to vent refrigerants to the atmosphere for any reason. *River Valley Air Conditioning, Inc.* by this instrument is setting policy in writing that clearly shows compliance to this law.

1. *River Valley Air Conditioning, Inc.* has purchased recovery and recycling equipment to outfit each service truck with a means of recovering or recycling refrigerants. It will become the responsibility of *River Valley Air Conditioning, Inc.* to provide a machine in good working order to each technician that is required to handle and service equipment that uses refrigerants. If for some reason the machine does not function properly, the technician will be required to replace the non-functioning recovery device with one that functions before proceeding with the service call. This will be accomplished without loss of compensation to the technician.
2. Each technician will have access to recovery and recycling equipment and the care and maintenance of this equipment will be his responsibility. Each machine will have a usage tag on it and the scheduled maintenance required. In the case of recovering refrigerant from a burned-out system the maintenance must be performed on the machine as part of the service call and accomplished before the service call can be completed. Recovery and recycling equipment that fails due to improper maintenance will become the responsibility of the service technician.
3. Any refrigerant that is recycled will have a recycle report completely filled out and signed by the building owner prior to returning the recycled refrigerant to the system being serviced.

Name of Employee

Signature of Employee

Date

Copy-

FIELD RELATED RECORD KEEPING:

River Valley Air Conditioning, Inc. requires the following records be kept to guarantee performance in the field to comply with the laws and to establish data for compiling accurate cost information.

When a drum of virgin refrigerant is drawn from stock it must have an inventory usage card attached to it. This card will track the audit trail of the refrigerant and tell where each pound went.

1. Each time recovery or recycling equipment is hooked to a piece of equipment a record of this will be made by filling out the recycling report or adding an entry on the recovery report. When the recovery machine usage report shows that the scheduled maintenance has come due it must be performed as part of the service call that completed the maintenance cycle. For no reason, will a machine be returned to your truck or the shop that is in need of scheduled maintenance.
2. When compressors, reversing valves, dryers, and other related parts are installed on a system that require the use of recovery equipment to deal with the refrigerant a disposition of the recovered or recycled refrigerant must be entered on the parts installation form. This also applies to the retro fit of the existing compressor bearing units that are being replaced with new equipment. The date, amount of recovered, recycled refrigerant and the disposition must be on each transaction. If multiple parts are installed on the same system during one service call, only one entry is needed.

Name of Employee

Signature of Employee

Date

Copy-

HANDLING OF REFRIGERANT WHERE ON SITE STORAGE OCCURS:

1. NO DISPOSABLE REFRIGERANT CYLINDER WILL EVER BE FILLED
2. NO APPROVED FILLABLE REFRIGERANT CONTAINER WILL BE FILLED IN EXCESS OF 80% OF FLUID CAPACITY. The hydrostatic pressure created by over filling refrigerant containers poses a serious safety violation. This condition can result in an explosion of impressive magnitude, causing serious damage both to the personnel and property.
3. Oils that are extracted from refrigerant, recovery machines, or vacuum pumps will be stored in a barrel that is marked for this oil and be properly disposed of.
4. REFRIGERANT MUST NOT BE MIXED. A SEPARATE RECOVERY VESSEL FOR EACH REFRIGERANT WILL BE PROVIDED. Reclamation centers will not accept mixed refrigerants and will be charged for disposal of the mixed gasses. It is imperative that the refrigerant be kept separate and stored in the proper container.
5. Before shipping each cylinder of refrigerant that is to be returned to the reclamation center will go through the following process. First, it will be weighed to guarantee that it is not overfilled and a safety hazard. Then the proper return tag will be attached to the cylinder giving the information needed, type of refrigerant, where it came from, etc. It then will be scheduled for return. When it is ready to ship the carrier, and the description of the shipment will be entered on the refrigerant return log.

Name of Employee

Signature of Employee

Date

Witness Signature

Date

Copy-

CONFIDENTIALITY AGREEMENT

I, the undersigned employee, understand that in the course of my employment with *River Valley Air Conditioning, Inc.*, I may have access to and become acquainted with information both oral and written of a confidential, proprietary or secret nature which is or may be either applicable or related to the present or future business of the company, its research and development, or the business of its customers. Such trade secret information includes, but not limited to, devices, inventions, process, compilations of information, records, specifications and information concerning customers and/or vendors.

I agree that I will not disclose any of the above-mentioned trade secrets, directly or indirectly, or use them in any way, either during the term of my employment or at any time thereafter, except as required in the course of my employment with *River Valley Air Conditioning, Inc.*

I further understand that I am an at will employee of *River Valley Air Conditioning, Inc.* and that this agreement is not to be construed as constituting a promise of continued employment.

NON-COMPETE AGREEMENT

(While Employed by RVAC)

I, the undersigned employee hereby agree not to directly or indirectly compete with the business of River Valley Air Conditioning, Inc. during the period of my employment. The term "NON-COMPETE" as used herein shall mean that the employee SHALL NOT manage, consult or perform work personally or in business substantially similar to, or competitive with, River Valley Air Conditioning, Inc. during the term of employment.

Non-Compliance with this agreement shall be deemed grounds for immediate dismissal.

Name of Employee

Signature of Employee

Date

Copy-

EMPLOYEE CHECK LIST

NAME: _____ DATE: _____

<u>Description</u>	<u>Quantity</u>	<u>Signature</u>	<u>Return Date</u>
Employee Shirts			
Company Phone			
Phone Charger			
Phone Clip			
Employee Handbook			
Refrigerant Log			
Truck Inventory Log			
Flat Rate Book			
6ft Ladder			
8ft Ladder			
28ft Ext Ladder			
30lb Recovery Tank			
50lb Recovery Tank			
Recovery Unit Promax M# & S#			
Truck License #			
Torch Set			
Oxygen Bottle			
Acetylene Bottle			
Electric Scales			
Vacuum Pump			
Nitrogen Bottle			
Nitrogen Regulator			
Fire Extinguisher			
First Aid Kit			

Copy-

ACKNOWLEDGMENT OF HANDBOOK

I acknowledge receipt of this employee handbook by *River Valley Air Conditioning, Inc.* I agree to follow all rules and guidelines given in this employee handbook, with the knowledge that any rules not followed may be reason for dismissal

Name of Employee

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