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Effective January 2004

## INTRODUCTION

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This handbook has been prepared to help Ameritraining, Inc., employees learn more about our personnel policies. Its sole purpose is to summarize our personnel policies and procedures and to set forth information that will be useful to know while working for Ameritraining, Inc. This handbook is not an employment contract nor does Ameritraining, Inc. require its employees to sign an employment contract in order to join the Company. In so doing, both the employee and Company retain the longstanding right to terminate the employment relationship at any time.

We suggest that you familiarize yourself with the contents of this handbook and keep it available for reference when you have a question. If we revise any provisions in this handbook, you will receive a copy of such revisions. We may periodically revise or modify policies or procedures in the handbook.

This handbook is applicable to all Ameritraining, Inc. employees. Applicable Federal, State and Local laws take precedent over any provision and/or policy in this handbook.

## **AIMS AND PRINCIPLES**

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Our goal is to deliver quality telecommunication training, coaching, consulting, project management, operational support and related services to the telecommunication industry. We provide quality services to our customers and respond to our customers needs in a timely manner. By doing this, we assure ourselves of a growing list of satisfied customers, continued growth for Ameritraining, Inc., and greater job security for all of us.

## **GENERAL POLICIES**

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In our desire to attract and maintain motivated and dedicated employees, we have adopted the following policies.

1. We treat each employee with consideration, respect and dignity. And we ask each employee to do so with every other employee.
2. We provide competitive salaries and fringe benefits. All of our compensation and benefit programs are reviewed from time to time to assure that our programs accurately compensate employees for their contributions and to remain competitive in the marketplace.
3. We are an Equal Opportunity Employer. We are dedicated to providing equal opportunity to all employees and applicants for employment under the requirements of all applicable Federal, State and local civil rights laws. It is, therefore, our policy to recruit, hire, train, and promote all of our employees and to administer all other personnel policies without regard to race, color, creed, age, sex, religion, national origin, ancestry, military status, or disability or any other basis prohibited by applicable law.
4. We encourage free and open communication of ideas and opinions. We invite suggestions for a better understanding among all employees. All such communications are maintained on a confidential basis. The open exchange of ideas, suggestions and complaints are practices which have helped us to grow and have helped us maintain a close personal family relationship as we have grown.
5. When requested to work on a project as an Ameritraining, Inc. employee, each individual can accept or reject each opportunity without impact on future requests for their services. Unless requested otherwise, Ameritraining, Inc. will retain your name/number in our database to be called upon for future assignments.

These policies have created and maintained an atmosphere in which all of us have cooperated with each other to effectively and enthusiastically achieve harmonious working relationships.

## **RECOGNITION AS AN INDIVIDUAL**

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Ameritraining, Inc., is a team of individuals, each doing the job they know best. We recognize and respect you as an individual, and it is our policy to listen to your problems and encourage you to discuss them with management. That is one of the best ways we know to bring about the cooperation necessary for a successful team effort.

If you have a work-related problem, the doors are always open. Questions concerning your job, wages, benefits, safety, work-related items or your future opportunities with us should be discussed with management.

## **EQUAL EMPLOYMENT OPPORTUNITIES**

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It is the policy of Ameritraining, Inc., to hire and retain the best people we can find. The Company makes a thorough check on an applicant's references and qualifications before making an employment decision. We hire solely on the basis of the job applicant's skills, aptitude, and past performance. We fill every position with the most qualified applicant, regardless of one's race, color, religion, sex, national origin, age, marital or veteran status or disability.

## **OPEN DOOR POLICY**

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The management of Ameritraining, Inc. is interested in the things that affect you and your job. Situations may occur when an individual is unable to perform their job satisfactorily due to a personal or work-related problem. Ameritraining, Inc. has a genuine interest and concern in helping you resolve such problems. You are encouraged to seek assistance with problems or complaints through management.

## **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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Ameritraining, Inc., endorses the requirements of the Immigration Reform and Control Act of 1986. In recognition of our responsibilities under this Federal Law, it is our policy to hire and employ only those individuals legally authorized to work in the United States. As a condition of employment, we require all individuals to verify their identity and submit evidence of their employment eligibility.

## **PROHIBITION OF HARASSMENT**

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Ameritraining, Inc., is committed to maintaining a work environment that is free from harassment and where employees are able to devote their full attention and best efforts to the job. Harassment has no place in the work environment. Ameritraining, Inc., will not tolerate any harassment of, or by any employee or non-employee based on age, race, religious preference, sex, national origin, disability, status as a veteran or any other factor protected by law. The term "harassment" includes (but is not limited to) offensive language, jokes, or other verbal, graphic or physical conduct relating to an employee's age, race, religious preference, sex, national origin, disability, status as a veteran or other factor that would make the reasonable person experiencing such harassment uncomfortable in the work environment or that could interfere with the person's job performance.

Our policy prohibits harassment in the workplace, whether committed by management or non-management personnel. Specifically, management level personnel shall not threaten to insinuate either directly or indirectly, that an employee's submission to, or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment status, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

If you feel that you are being harassed, you should contact management to discuss the nature of the harassment. Ameritraining, Inc., strongly encourages you to let us know about conduct that you consider offensive; if you do not, the Company cannot take appropriate corrective action. Ameritraining, Inc., understands these matters can be extremely sensitive. Ameritraining, Inc., will maintain confidentiality that can be afforded to the complaint while still allowing the Company to complete the legally obligated investigation. Any such charges will be thoroughly and promptly investigated with due regard for all involved persons. Any employee found to have harassed a fellow employee or subordinate will be subject to severe discipline or discharge. The Company will not retaliate against or intimidate any employee who makes a good faith report of alleged harassment, even if the employee was in error.

## **EMPLOYMENT RELATIONSHIP**

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Employment by Ameritraining, Inc., is on a project-by-project basis. You are employed by Ameritraining, Inc. for the duration of the project on which you are working.

## **PAYROLL DEDUCTIONS**

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Ameritraining, Inc. is required by law to withhold Federal and State taxes. The required amount for each deduction is determined by information from your signed withholding statement, and is subtracted from your earnings and sent to the appropriate State, and Federal agencies. Your paycheck will indicate the amounts of these deductions. It is your responsibility to supply the correct information and any changes in such information.

Social Security deductions are also made in the amounts regulated by law. In addition to your payments, Ameritraining, Inc. also pays into your Social Security account.

You will be issued a statement of total earnings once each year, no later than January 31<sup>st</sup>, which will list total wages, deductions, for State, Federal and Social Security. This is known as a W-2 form, and a copy of this form must be submitted with your State and Federal Income Tax form. Please make sure to keep your address up to date, so you receive this information.

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## **COMPENSATION PLANS**

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Compensation for services is determined by the agreement between Ameritraining, Inc., and each customer. Each agreement is unique in terms of compensation and expense reimbursement. As a result, the salary compensation and expense reimbursement plan for employees varies with each customer and each project.

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## **OVERTIME**

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There are times when overtime is required to meet our customers' needs. It is necessary that each of us comply with overtime requests so that we may meet the deadlines established by our customers and further secure our jobs. Before submitting for overtime please contact your Ameritraining representative to ensure a prompt and accurate payment. Pay varies for overtime depending on customer guidelines and job classification. Some jobs pay time and one-half while others pay straight time for overtime hours.

Holiday time paid will not be considered as time worked when computing overtime for that week. For example, if a paid holiday occurs during a workweek, you will be paid straight time for 40 hours (32 +8) if you did not work the holiday. You will be paid straight time for 48 hours (40 +8) if you did work the holiday. In order to qualify for holiday pay, you must have worked at least 520-hours for Ameritraining and work at least 24 hours during the holiday week. Please see specific requirements under Holiday Pay section of this manual to fully understand if you qualify for this benefit.

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## **PAY PERIODS**

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Ameritraining, Inc. employees are paid weekly for their previous weeks work. There are a few projects / customers that require a bi-monthly or monthly pay schedule. In these cases, you will be notified before starting the project. The regular payday is Wednesday. In most cases you will see your direct deposit pay in your account on Wednesday however, we do not guarantee it in your account until Friday. This may vary in special cases such as holidays. You should examine your paycheck carefully to verify that the proper amounts are being deducted for taxes, 401k and other programs. Check stubs are valuable records and should be kept for future reference.

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## EXPENSE REIMBURSEMENT

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Ameritraining, Inc., reimburses employees for the expenses incurred while working for Ameritraining, Inc. as defined and approved by our clients. All expenses should be approved before they are incurred. Expense reimbursement is provided on the same check as the salary. The following guidelines apply:

- q All reasonable and approved travel expenses will be reimbursed on a cost incurred basis. That is, airline ticket, hotel costs, local transportation and meals. Meals will be reimbursed on a cost incurred (actual expense) basis up to a per day limit based on variable contract agreements.
- q Ameritraining, Inc., will reimburse mileage for the use of personal transportation for business at the rate established by the Internal Revenue Service.
- q Receipts for travel expenses or other customer report documentation are required. Attach receipts to the time sheet.
- q Time sheets with related receipts should be forwarded to management (or, upon agreement, directly to Ameritraining, Inc. by noon Eastern Standard Time each Monday if paid weekly. Time sheets should be sent bi-weekly or monthly for those on such pay cycles. ***When time sheets are received after this time, you will be paid the following week.***
- q Agreements with some customers have additional, or different reimbursement requirements.

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## BUSINESS TRAVEL

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Ameritraining, Inc. employees who use a personal or rental vehicle for business travel are required to maintain a valid drivers license and employees must also maintain legally required automobile insurance. Ameritraining, Inc. does not provide insurance coverage for any employee who uses his or her personal auto or rents an auto for business. Each employee who uses a personal vehicle or rents a vehicle for business purposes must provide insurance through their carrier and/or auto rental insurance.

*Note: It is possible that an employee's carrier will deny coverage due to misrepresentation regarding the usage of an automobile. It is therefore essential that employees who use their personal auto on Company business properly inform their carrier accordingly, to ensure complete coverage.*



## **SUBSTANCE ABUSE POLICY**

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In most instances Ameritraining will arrange and cover the cost for a Drug Test prior to the start of first assignment and keep the drug test on –file for one-year. There are instances when an assignment might be initiated prior to Ameritraining having seen the results. If, the test should come back positive and the employee has already started the assignment - Ameritraining will be forced to excuse the employee and withhold pay to cover the cost of the drug test.

In an effort to maintain a safe and healthy working environment, Ameritraining, Inc. has a policy designed to ensure a drug and alcohol free workplace. Our goal is to encourage the rehabilitation of employees who are addicted to alcohol and/or illegal drugs or abuse of controlled substances.

- (1) When management has reasonable suspicion that an employee is under the influence of illegal drugs, controlled substances or alcohol on the job, the employee will be required to submit to a blood, or urine test. Failure to agree to the testing will result in termination of employment. Behavior such as unsafe work practices, actions that jeopardize other employees, their safety or public or private property are examples of behavior that will be considered reasonable suspicion.
  
- (2) An employee engaging in the manufacture or the sale of illegal drugs during work or on customer or Ameritraining, Inc. property will be terminated.
  
- (3) Any person suffering from an alcohol and/or drug problem who rejects treatment or who leaves a treatment program prior to being properly discharged from the program will be terminated.

## **SAFETY**

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Ameritraining, Inc., will maintain required records of all illnesses and accidents, which occur during the workday. You have the right to know about any health hazards, which might be present on the job. Should you have any questions or concerns, contact the management for information.

If an accident does occur, no matter how minor it seems, it must be immediately reported to management. In any case, an accident report must be completed. Failure to report an incident or accident immediately could result in the denial of your medical claim.

## **WORK RULES**

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Like any organization, Ameritraining, Inc. has developed rules and regulations to help Ameritraining, Inc. operate smoothly and effectively toward projected goals. Ameritraining, Inc. is a collection of people, all working for the success and progress of our Company. We have established a reasonable and fair set of rules. Management has the responsibility to administer disciplinary policies for you. Management will strive to act promptly and fairly in all disciplinary actions.

To prevent any misunderstanding about satisfactory conduct, we have adopted the following work rules. These guidelines have been written for the benefit and protection of all and are not meant to restrict the rights of anyone. Disciplinary procedures contained in this Handbook are advisory and may be adjusted or modified at the discretion of Ameritraining, Inc.. These are only examples and should not be considered as being all-inclusive. If you have any questions about these work rules, please see management.

The acts listed below are considered infractions of Company policy:

- (1) carelessness or inefficient performance of job duties resulting in either poor quality or quantity of work;
- (2) violation of, or disregard to, safety rules and practices;
- (3) absenteeism or tardiness;

Each of the following listed acts of conduct may be considered cause for discharge on the first offense, depending upon the circumstances, the individual's previous record or conduct and any other factors pertinent at the time. These are only examples and should not be considered as being all-inclusive. The following rules are considered extremely serious infractions of Company policy:

- (1) attempting to and/or falsifying Company or customer records, including, but not limited to, employment applications, time sheets, receipts.
- (2) insubordination
- (3) coming to work under the influence of, using, selling or possessing alcohol or illegal drugs or controlled substances.
- (4) theft or removal from the company or customer premises without proper authorization of any company property or personal property of another individual.
- (5) possession of firearms, other weapons or dangerous items on company or customer property.

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## **PROTECTION OF COMPANY INTERESTS**

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The protection of Ameritraining, Inc. technological developments, business plans, customer lists and other information is important to our continued success. In consideration of your employment and continued employment, each employee is required to respect the confidentiality of this information. Records containing personal data of customers and employees are confidential. They should be accessed only for valid business reasons and disclosed only to authorized Company personnel having a "need to know," or pursuant to lawful process in accordance with your Company's procedures governing the permissibility and means of disclosure. Therefore, each employee of Ameritraining, Inc. is bound not to disclose Company proprietary and confidential matters, and, upon termination of employment, each employee will be required to return any confidential material.

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## **ATTENDANCE**

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Each employee is important to Ameritraining, Inc. and to our customers who depend on you to deliver quality telecommunication training, coaching, consulting, project management, operational support and related services. Therefore, it is important for you to be at work every day you are scheduled on a project. If you cannot be at work as scheduled, it is your responsibility to make sure management is notified.

If you find that you have to be absent for vacation or other matters, it is necessary that you notify management at least one (1) week in advance. This notice is required in order to give someone else the project, or to reschedule with our customer.

### **Background Check**

Most Ameritraining customers require a Background Check and we will arrange for this to take place with the permission of our employees. We will ask you to sign an agreement to allow us to perform a criminal check to ensure that we are not placing a known felon with our customer. There may be instances where an assignment might commence without Ameritraining seeing the results. If the background check includes evidence of a felony Ameritraining would need to discharge the employee and withhold wages to cover the cost of the background check.

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**AMERITRAINING, INC.,**

**OVERVIEW OF BENEFITS**

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This overview was prepared to enable Ameritraining, Inc., employees to better understand the benefits offered by Ameritraining, Inc.,. It should be remembered that this is only an overview of benefits. It is not a substitute for the legal documents governing the various plans and it is not a contract. THIS OVERVIEW DOES NOT CONSTITUTE A SUMMARY PLAN DESCRIPTION. The actual plan documents and other records must be consulted for details regarding the plans.

## **MEDICAL COVERAGE**

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Currently Ameritraining, Inc. does not offer a specific medical health plan.

## **401K RETIREMENT SAVINGS PLAN**

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Ameritraining, Inc. has established a tax qualified retirement plan that enables eligible employees to make contributions to the plan. Contributions to the plan by employees are made with pre-tax dollars. This plan is designed to provide employees with funds for their retirement. Information about the plan will be provided to you in a separate packet of information.

Details about the plan and applications can be obtained from Paychex Retirement Services at (800-401-3999).

## **DIRECT DEPOSIT**

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Ameritraining, Inc., now requires direct deposit of payroll checks directly in your bank account. You will receive an application and directions for completing this service. If you have any questions regarding direct deposit, contact Dee Dupler at 740-756-7461.

## **REFERRAL BONUS**

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Ameritraining, Inc., offers a finders fee of \$300.00 throughout the year to any employee who submits the name of a person subsequently hired by Ameritraining, Inc. In order to qualify for the finder's fee, the individual submitted must be employed in a non-clerical, call center, or accounting position by Ameritraining, Inc., for a period of three months. The finder's fee will be paid thereafter.

## **HOLIDAYS**

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### GENERAL DESCRIPTION

In some cases Ameritraining, Inc. pays its employees for six (6) holidays each year. If you qualify for Holiday Pay you will receive it in the payroll for the week in which the holiday occurs.

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## ELIGIBILITY

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- In most cases the following job classifications qualify for holiday pay Administrative/Managerial, and Project Management
  - A contractor shall work at least 520 hours with Ameritraining before becoming eligible for Holiday Pay.
  - If you qualify you must work at least 24 hours during the week in which the holiday occurs.
  - Please check with your Ameritraining representative to see if you qualify for holiday pay.
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If you qualify for holiday pay and are on a project or providing contract services during a week in which one of the “Fixed Holidays” occur you will receive holiday pay for that day. You must work at least twenty-four (24) hours during the week in which the holiday occurs in order to qualify for holiday pay. If you work on the holiday, you will be paid eight (8) hours holiday pay plus straight time for the hours worked on the holiday. Those paid holidays are:

### FIXED HOLIDAYS

New Year’s Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

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## **BEREAVEMENT LEAVE**

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A Bereavement Leave is a non-paid leave granted if you suffer a death in your immediate family.

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## **JURY DUTY**

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If you are called upon, you will be granted time off to serve on jury duty. You must notify management as soon as you know you will have to serve on jury duty. Ameritraining, Inc. does not pay for jury duty time off.

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## **FAMILY AND MEDICAL LEAVE**

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When applicable, Ameritraining, Inc. observes the Family and Medical Leave Act (FMLA) of 1993 or applicable State requirements. If you are eligible, Family and Medical Leave will be granted to you without pay for up to twelve (12) weeks in a twelve (12) month period. This twelve (12) month period is measured forward from the date the employee's first leave day begins under the Family and Medical Leave Act (FMLA). Leave will be granted for the following reasons:

- (1) the birth, adoption or foster care placement of a child;
- (2) serious health condition of a spouse, child or parent and
- (3) your own serious health condition.

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## **MILITARY LEAVE**

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Ameritraining, Inc., will observe laws concerning the rights of individuals who enter the Armed Forces of the United States when applicable. Anyone who enters military service and has re-employment rights pursuant to the Veteran's Re-employment Rights Act will be placed on military leave of absence, without pay, for the period required by law, and will continue to accrue length of service during this leave. In the event you do not return to the Company within ninety (90) days of your discharge from military service, the leave will terminate.

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## **WORKERS' COMPENSATION**

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When applicable, you are covered under the provisions of the State Workers' Compensation Law should you become injured as a result of an on-the-job accident. Ameritraining, Inc. pays the full cost of this protection. Injuries sustained at work, no matter how slight, must be reported at once to management.

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## **UNEMPLOYMENT COMPENSATION**

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Under certain conditions the Federal and State laws provide that you receive some compensation during periods of unemployment. Ameritraining, Inc. pays into this program and this coverage is provided at no cost to you. Employees may receive unemployment based upon each States eligibility requirements.





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**Following this sample agreement there is one without this introduction. Upon receipt of your handbook please sign the next page and fax it to Dee Dupler, 740-756-7463. The signed original will be kept in your personnel file.**

**AMERITRAINING, INC.**

I agree to read this **Handbook** carefully and to adhere to all rules, policies and responsibilities herein set forth. I understand it is my responsibility to seek clarification of any rule, policy, or benefit described in this Handbook, which I do not understand.

I also understand that this **Handbook** in no way attempts to cover policies and practices in detail, but is to give me an overall understanding of the Company policies. I understand the Company may periodically change and/or update the policies contained in this **Handbook** or other policies, as it deems necessary.

I have been hired as an at-will employee and realize this Handbook or any other written or verbal communication by the Company is not intended as, and does not create a contract or guarantee of employment with me. Either the Company or I may terminate the employment relationship at any time. No Company representative, except management, is authorized to modify this policy for any employee or to enter into any agreement, oral or written, contrary to this policy.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

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**This acknowledgment form will become part of each employee's personnel file.**

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**AMERITRAINING, INC.,**

**LOCAL OFFICE POLICIES**

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## DEFINITION FOR SERVICE REPRESENTATIVES

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You are employed by Ameritraining, Inc. during training delivery time, coaching time, and/or pre-approved prep time. Any instructor can choose to accept or reject any training, delivery, or coaching project for any reason. No instructor will be asked to train a class for which the instructor is not “comfortable” delivering, nor should an instructor request to train a class for which he or she is not knowledgeable.

**(A) Delivery**

Defined as that time spent delivering training to students in a classroom or work environment. Delivery is performed on a class-by-class basis at the request of the customer and pre-approved by the customer.

**(B) Coaching**

Defined as that time spent with students and others in their work environment assisting them to enhance their skill level. This work is performed at the request of the customer and pre-approved by the customer.

**(C) Prep Time**

Defined as time spent preparing for course delivery or other time, which the customer has pre-approved. The amount of prep time is at the discretion of the customer and is considered on a case by case basis. In the case of fixed rate pricing, preparation time is determined by Ameritraining, Inc.. The familiarity of the instructor with the course material, the duration of time since the instructor last taught the course and the amount of time available prior to the start of the class, all are considerations of the customer in allocating prep time.

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