



Employee Handbook

This Employee Handbook is provided as a guide and is not to be considered a contract. Only written statements made by organizational representatives specified below are valid and binding employment contracts. BuyMarine.com CEO is the only official who can make binding employment contracts. These contracts must be in writing.

This employer reserves the right to make changes to the policies, procedures, and other statements made in this Employee handbook. Business conditions, Federal and State Law, and organizational needs are constantly in flux and may require that portions of the handbook be re-written. This is necessary to successfully provide the appropriate employment relationship and to obtain the goals of the organization.

Employer / Employee Problem Solving Process

What is BuyMarine.com's Employee Problem Solving Process?

EPSP is a three-step process for resolving employee issues.

- What are some of the typical issues that can be resolved using EPSP?

EPSP is designed to resolve a wide variety of problems such as those related to promotions, disciplinary action, unfair treatment, discrimination, harassment, compensation, reclassification, inconsistent application of policy, and job assignments.

- What are the three steps in EPSP?

First, the employee raises the issue with his/her immediate supervisor to attempt to work out an acceptable resolution. If that doesn't work, the employee's second step is to raise the issue with the Department Head to try to reach a resolution. If that doesn't solve the problem to the employee's satisfaction, the employee may take the next step and submit the matter to a Company Officer acting as a third party for resolution.

- Who is eligible to use EPSP?

Just about everyone, including non-union employees, management employees, and union employees (for issues not covered by collective bargaining agreements).

Employee Responsibility

+ *Where To Go For Help*

An employee's first line of communication for help with a question or concern in this area should be his/her supervisor, who will be able to provide the information or assistance needed, or refer the employee to a functional expert, if that is indicated. The second line of communication should be with the Department Head or representative, who will also be able to help or refer the matter to a functional expert.

+ *Employee Problem Solving Process*

BuyMarine.com takes very seriously its commitment to provide employees a means of resolving work-related issues and concerns. For this reason, **BuyMarine.com** has put in place a formal resolution process, called the Employee Problem Solving Process, that provides a fair, structured, and participative problem solving approach designed to facilitate early resolution of many types of workplace concerns. Your Department Head or representative can provide more detailed information about EPSP.

EMPLOYMENT

We are an 'at-will' employer and operate under the provision that employees have the right to resign their position at any time, with or without notice, and with or without cause. We, the employer, have similar rights to terminate the employment relationship at any time, with or without notice, and with or without cause.

"WRITE-UP SYSTEM" We are willing to provide all employees with notice and we like to use a notification process or "WRITE-UP SYSTEM" where as everytime an employee is cited for a wrongful deed that he/she shall have a Write-Up kept on file. Each Employee may choose to acknowledge each write-up kept on file or refuse with an explanation. Employees shall be Coached & Counseled along with each Write-Up and may be Terminated with 5 Write-Ups for the same offence in any 6 month period or at the decision of the Company Officer for any reason.

SAFETY AND HEALTH (OSHA)

The appropriate OSHA posters and information can be found on [insert company name] bulletin board. It is the intention of BuyMarine.com to provide you with a safe, clean work environment conducive to productivity. If you have safety or health concerns, please bring them to the attention of your supervisor or management as soon as possible.

PAY POLICIES AND PROCEDURES

DRUG SCREENING any Employee shall submit to a Drug Screening at the request of his/her Supervisor and approved by a member of Management. The cost of Drug Screening shall be paid for by the Employer and if tested positive shall be paid for and deducted from the termination paycheck of the Employee

EQUAL OPPORTUNITY EMPLOYER

It is **BuyMarine.com's** Policy that, as required by law, equal employment opportunities be available to all persons without regard to race, sex, age, color, religion, national origin, disability, citizenship status, or any other category protected under federal, state, or local law. This policy applies to all employees and applicants for employment and to all phases of employment, including hiring, promotion, demotion, treatment during employment, rates of pay or other compensation, and termination of employment. In addition, **BuyMarine.com** will take appropriate steps to provide reasonable accommodations upon request to qualified individuals with disabilities so long as doing so does not cause **BuyMarine.com** undue hardship.

RIGHT TO AMEND THE EMPLOYEE HANDBOOK it is intended that BuyMarine.com reserves the Right To Amend this Handbook at any time with notice given to each Employee of said amendments.

PREGNANCY DISCRIMINATION

BuyMarine.com will not discriminate in hiring, limit health insurance, withhold medical leave or reasonable accommodations, or withhold fringe benefits on the basis of pregnancy, childbirth or related medical conditions. Women affected by pregnancy or related condition will be treated in the same manner as other applicants or employees with similar abilities and limitations.

TERMINATION

The following shall constitute reasons for Termination - Sexual harassment, 2 moving violations or accidents (for any Company drivers), behavior endangering self or co-workers, a finding of a workplace violence incident, substance abuse violations (accumulative or a single critical incident,), accumulative Write-Ups for the same offence in a 6 month time period, Dishonesty, and any Criminal Offence as well as _____

REPORTING INJURIES

Injuries, or illnesses suspected of being work related, should be reported immediately to the Employee's immediate supervisor. The supervisor will help the employee fill out an incident report and then submit the report to the Department Head or other management designated person or department.

COBRA

I-9 FORMS

An U.S. Department of Justice, INS I-9 Form verifies identity and eligibility to work legally in the U.S. An I-9 will be completed by each new employee within three days of his/her start date. The Form will be kept for 3 years from the date of hire or 1 year after employment ends, whichever is later.

PRIVACY STATEMENT

All information obtained by the Employer shall remain the property of the Employer and shall not and will not be shared or released to any individual or business for any reason what so ever. Only appropriate Law Enforcement Agencies and or Courts with Court Order may be privy to these records

POLICY REGARDING HIRING FORMER EMPLOYEES, FRIENDS, RELATIVES, ETC.

It is our intended policy to hire the Most Qualified person for each position available

PERFORMANCE APPRAISALS Every Employee will receive a Performance Appraisal each Month with Quarterly Appraisals looked at for possible Bonus and Raise considerations

BENEFITS

LEAVES AND VACATIONS

FAMILY MEDICAL LEAVE ACT POLICY

Employees are eligible to take leave under the Family and Medical Leave Act of 1993 if they have worked:

- for the Company at least 12 months,
- at least 1,250 hours in the previous 12 months,
- work at the home office or within a 75-mile radius of the home office.

Time off without pay will be guaranteed up to twelve weeks total in any twelve month period for the following reasons:

- A. The birth of a child of an employee, in order to care for that child.
- B. Adoption or foster care placement of a child with an employee, in order to care for that child.
- C. The care for a spouse or parent if that spouse or parent has a serious health condition, or in order to care for a son or daughter if that son or daughter has a serious health condition and is under age of 18 , or if 18 years or older, is incapable of self care because of physical or mental disability.
- D. The employee's serious health condition, that makes the employee unable to perform the function of the employee's position.

For purposes of reasons (C) and (D), the term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility; (2) an absence from work or school in excess of three days and continuing treatment by a health care provider; or (3) continuing treatment by a health care provider for a serious or chronic long-term health condition that is incurable or that, if left untreated, would likely result in an absence from work or school in excess of three days, or (4) for prenatal care.

Intermittent Leave

Leave taken for reasons (A) or (B) must be taken within twelve months of the birth or placement, and may not be taken intermittently or on a reduced hours basis except in unusual circumstance with the Company's advance approval.

Leave taken for reasons (C) or (D) may be taken intermittently or on a reduced hours basis when medically necessary. If you request an intermittent or reduced hours basis, the Company may require you to transfer temporarily to an alternative position with equivalent pay and benefits that better accommodates recurring periods of leave than your regular position.

Spouses Employed by the Company

If you and your spouse are both employed by **BuyMarine.com**, you are entitled to take only a combined total of twelve (12) weeks of leave during the applicable twelve-month period if the leave is taken pursuant to reasons (A) or (B) above.

Substitution of Paid Leave

BuyMarine.com requires you to utilize all previous unpaid time, earned half days, holiday time, and vacation time when taking family or medical leave.

Notice

Employees are required to give 30 days notice to **BuyMarine.com** of their intent to take a leave for foreseeable events. When circumstances require a leave to begin in less than 30 days, the employee must give as much notice to **BuyMarine.com** as practicable or within 24 hours of commencement of leave. Failure to provide notice as required in this paragraph may result in denial of leave.

Physician's Certification

All request for leave for a reason set forth in paragraphs (C) or (D) must be supported by a certification issued by the physician of the employee or the physician of the employee's son, daughter, spouse or parent, as appropriate. The certification must state:

1. the date on which the serious health condition commenced;
2. the probable duration of the condition;
3. appropriate medical facts regarding the condition;
4. a statement that either (a) the employee is needed to care for your son, daughter, spouse or parent and for how long such care is needed; or (b) you are unable to perform the functions of your position due to your condition.

If intermittent leave or leave on a reduced hours basis is requested, the certification also must contain: (1) the dates of any planned medical treatment; (2) a statement of the medical necessity for and expected duration of intermittent leave or leave on a reduced hours basis; and (3) in the case of leave to care for a family member, a statement that intermittent leave or leave on a reduced hours basis is necessary for the family member's care or to assist in their recovery and the expected duration and schedule of the requested leave.

Second Opinion

The Company reserves the right to obtain at the Company's expense a second opinion from a physician designated by the Company. If the second opinion differs from the opinion in the original certification, the Company may require a third opinion at the Company's expense from a physician designated jointly by the Company and the employee. Such opinion shall be final and binding. Re-certifications may be required on a reasonable basis at your expense.

Health Benefit Continuation

If The Company maintains group health insurance coverage for you during any period of family and medical leave, on the same basis coverage would have been provided if you had not taken such leave if you intended to return to work. If you fail to return from leave after it expires for any reason other than the continuation, recurrence or onset of a serious health condition or circumstances beyond your control, you must reimburse and the Company may recover from you any premiums for group health coverage paid during the period of the leave. The Company may require you to report periodically on your status and intent to return to work.

Return to Work

Eligible employees returning from family and medical leave have the right to be returned to the job position that they held when they went on leave, or they may be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Upon expiration of the leave, if you were on leave for your own serious medical condition, you must provide a certification from your physician that you are able to resume work. To obtain additional information or detail about family or medical leave which apply to you, contact a member Management Team.

INSURANCE, HEALTH, LIFE INSURANCE INFORMATION to be issued at a later date

ORIENTATION AND TRAINING New employee orientation is coordinated by the Management Department. New and present employees receive all necessary safety and informational training for any present or future job before starting work on that job.

EMPLOYEE RESPONSIBILITIES

ATTENDANCE / ABSENTEEISM

All employees are required to attend their job as scheduled, absenteeism without an excuse which is approved by Management is cause for a write-up

JOB PERFORMANCE All employees are required to perform according to their hire in qualifications

CONTRIBUTION TO THE SUCCESS OF BUYMARINE.COM All employees are expected to contribute to the best of their ability

NOTICE OF CHANGE IN PERSONAL STATUS

Final notice of any change in personal employment status will come from the Management Department or BuyMarine.com CEO. It will be in written form. It may be delivered by your supervisor but it will come from Management or the CEO. Such changes could be, but are not limited to, termination notice, pay raise, promotion or demotion, a written disciplinary reprimand, etc.

ORGANIZATIONAL ENVIRONMENT

SMOKING

BuyMarine.com promotes and enforces a smoke free environment. Smoking is allowed in designated outside areas only.

SUBSTANCE ABUSE / HARMFUL OR DANGEROUS ACTIVITY

BuyMarine.com will strongly enforce an abused substance free workplace. Employees working while under the influence of drugs or alcohol will be directed to an Employee Assistance Program (EAP) upon the first offense. A second offense or refusal to accept the help of the EAP will result in termination. If any Laws are violated **BuyMarine.com will call Law Enforcement immediately including Drugs, Dealing, Usage, or Selling, and Harms Way includes Guns, Threats Of Bodily Injury and any other Harmful thing or threat.**

SEXUAL HARASSMENT

What is sexual harassment? It is "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment."

Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The victim as well as the harasser may be a woman or a man. The victim does not have to be of the opposite sex.
- The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee (a customer or client.)
- The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the victim.
- The harasser's conduct must be unwelcome.

It is helpful for the victim to directly inform the harasser that the conduct is unwelcome and must stop. The victim should use any employer complaint mechanism or grievance system available.

Victims or witnesses should report any incident or possible incident through the EPSP procedure. [insert company name] will vigorously, promptly, and impartially investigate all allegations and deal with them in as discrete a manner possible, so as to protect the rights of the victim and the accused.

If the investigation returns a finding of sexual harassment, or the false accusation regarding sexual harassment, disciplinary action, ranging from reprimand to termination, will result.

VIOLENCE IN THE WORKPLACE

BuyMarine.com promotes and enforces a policy against violence in the workplace wherever such actions are under its control. In the area of Employee conduct, **BuyMarine.com** has control and will investigate all reported incidents of actual violence or intimidation in the workplace..

Violence in the workplace can range from verbal intimidation, to physical threats, to altercations, on up to rapes or homicides. When an Employee is the victim of any act of violence, he /she should report that incident through the EPSP process.

If the investigation shows that an employee (or employees) is (are) at fault, that employee is subject to disciplinary action up to and including termination.

BuyMarine.com will also strive to maintain the safety of employees from outsider violence

If an Employee feels that a policy or procedure could be improved to prevent workplace violence, he/she should present the idea to their supervisor. The supervisor will present the idea to Company management for consideration.

Acknowledgment of Receipt and Reading of Employee Handbook

I have received a copy of the Employee Handbook outlining the responsibilities as an employee and the responsibilities of the organization. I have read the information contained in this handbook and it has been explained during orientation. If I have any questions, I should contact the Management office. I understand that the employee handbook is not an employment contract, but does provide the organizational employment policies and procedures by which I am governed.

I agree to comply with the guidelines, policies, and procedures of **BuyMarine.com**. I understand my employment and compensation can be terminated at the option of either myself or **BuyMarine.com** at any time.

This Handbook is subject to change without notice. It is understood that changes in procedure will supersede or eliminate those found in this book and I will be notified of such changes through normal communication channels.

Signature Of Employee _____ Date ___/___/___

Signature Of **BuyMarine.com** Rep. _____ Date ___/___/___

