

**AGREEMENT**  
**BETWEEN**  
**GOODCENTS**  
**AND**

**LOCAL UNION 1245**  
**INTERNATIONAL BROTHERHOOD OF**  
**ELECTRICAL WORKERS, AFL-CIO**

**January 1, 2008 through December 31, 2010**

## **AGREEMENT**

This Agreement is entered into this 1<sup>st</sup> day of **November**, 2007, between Enertouch, Inc., d.ba. GoodCents Solutions and its successors, hereinafter called the Employer or GoodCents, and the International Brotherhood of Electrical Workers Local Union No. 1245, hereinafter called the Union and is applicable for all contracted work for the PG&E AC Cycling Project.

This Agreement shall continue in effect until **December 31, 2010**, or until terminated by mutual agreement between the above parties.

### **ARTICLE I – RECOGNITION**

- 1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of the Employer's Field Technicians and Warehouse Technicians, hereinafter called the Employees, working in all places where work is being performed or is to be performed by the Employer or by a person, firm, or corporation owned or financially controlled by the Employer, excluding all, professional employees, supervisors, full-time trainers, guards and all other management employees as defined in the National Labor Relations Act (NLRA).

### **ARTICLE II – SCOPE OF WORK**

- 2.1 This Agreement covers the field installation and testing of AC cycling devices and programmable thermostats.
- 2.2 Non-union supervisors and other employees outside of the bargaining unit shall not be assigned or permitted to perform any of the work covered by this Agreement. The Employer will not sublet, assign, or transfer any of the work covered by or associated with this Agreement to any person, firm, or corporation that does not recognize IBEW Local 1245 as the collective bargaining agent for its Employees.

- 2.3 The Employer recognizes that the trade jurisdiction of the Union and the territorial jurisdiction of IBEW Local Unions are not subject to negotiations, but rather are determined solely within the Union by the International President and, therefore, agrees to be bound by such determination.
- 2.4 A Field Technician may work alone on any job for which the Employer has trained the Employee.

### **ARTICLE III – UNION SECURITY**

- 3.1 On the 31<sup>st</sup> day following the effective date of this Agreement or on the 31<sup>st</sup> day following the beginning of employment with the Employer, whichever is later, membership in the Union shall be required by each Employee in the bargaining unit as a condition of employment subject to the provisions of Section 8(a)(3) of the Labor-Management Relations Act, 1947, as amended.
- 3.2 For the first ninety (90) days of employment, all new Field Technicians shall be on probation. If, during this probationary period, the Employer believes a probationary Employee is not qualified for the position to be filled, the Employer may terminate the employment of the Employee and this termination shall not be grievable. During the probationary period of employment, the probationary Employee shall work under the terms and conditions and receive not less than the minimum rate of pay established in this Agreement.
- 3.3 All applicants for employment shall be processed through the Union hiring hall. The employer shall have the right to reject any applicant for employment.
- 3.4 The Employer will deduct from the wages of the Employees such fees and dues as required, complying with Section 3.1. The Employer shall receive from each Employee on whose account such deductions are to be made, an individually signed check-off authorization card which shall be irrevocable for successive periods of one (1) year or successive terms of this Agreement, provided they are revoked within the specified period set forth on the check-off authorization card.

- 3.5 The form of check-off authorization card is attached hereto as "Exhibit A," and by reference, is made a part of the Agreement. Such deductions, as referred to in Section 3.3, shall be made from the wages paid and shall be remitted within fifteen (15) days following the month in which deductions were made to the Financial Secretary of the appropriate Local Union.

#### **ARTICLE IV – NO STRIKE – NO LOCKOUT**

- 4.1 There will be no strike, refusal to work, slow-down, sit-down, picketing or boycott by the Union during the term of this Agreement. There will be no lockout on the part of the Employer during the term of this Agreement.

#### **ARTICLE V – WAGE RATES AND PAYMENT**

- 5.1 No less than the wage rates in Appendix A shall apply for work performed under this Agreement in the PG&E Divisions identified therein. The rates in Appendix A are valid for Year 2007, **2008, 2009 and 2010.**
- 5.2 Wages shall be paid bi-weekly. The Employer will pay the worker at the job site during regular working.
- 5.3 Employees may voluntarily allow for direct electronic deposit of wages on a bi-weekly basis to a financial institution of the Employee's choice. This manner of payment, once adopted, may not be changed except upon fourteen (14) days' advance written notification between the Employee and Employer, with notification copied to the Union.
- 5.4 Payment of terminated Employees shall be as follows:
- 5.4.1 When an Employee quits, the Employer must issue payment of all wages owed within seventy-two (72) hours of such quit.

5.4.2 When an Employee is fired, the Employer must issue payment of all wages owed within twenty-four (24) hours of such termination.

5.4.3 When an Employee is laid-off:

A. If laid off during a normal workday, the Employer must pay the Employee, before the normal quitting time on the day of the layoff, all wages that are owed to such Employee.

B. If laid off on Saturday, Sunday or a holiday (when the Employer's office is closed):

(1) All wages owed to the Employee must be paid by the following regular workday.

(2) If agreed to by the Employee, the Employer may mail the check for the wages owed to the Employee by certified letter, return receipt requested, and postmarked no later than the next regular work day following such lay-off.

(3) The Employee may report to the job site or the Employer's place of business the following work day to receive the wages owed at a designated time with no show-up time owed to the Employee.

5.5 If any Employee is not paid according to the time period established in Article V, the Employer shall owe the Employee four (4) hours' pay for each twenty-four (24) hour period that the Employee must wait to receive his wages due.

## **ARTICLE VI – HOURS AND OVERTIME**

6.1 Eight (8) consecutive hours shall constitute a workday, between the hours of 7:00 am and 8:30 pm, with an unpaid thirty (30) minute lunch break. Five (5) consecutive days, Monday through Saturday,

consisting of forty (40) hours, shall constitute the normal workweek. Nothing in this Section guarantees that forty (40) hours of work each week will be available to all Employees.

- 6.2 In the event Employees are unable to work due to inclement weather conditions, holiday observance, or other circumstances beyond the control of the Employer, Saturday may be used as a make-up day at the straight time hourly rate if time lost of five (5) hours or more was incurred.
- 6.3 In the event Saturday qualifies as a make-up day, the parties hereby agree that such make-up day will be scheduled and the Employer agrees to schedule work to fulfill at least the lost time resulting from any of the acts specified in Section 6.2.
- 6.4 Employees will not be disciplined for refusing to work any designated make-up day.
- 6.5 If 75% of the employees in a headquarters elect, the Employer may institute a workweek consisting of four (4) consecutive ten (10) hour days, Monday through Saturday, with an unpaid thirty (30) minute lunch break. In the event Employees are unable to work due to inclement weather conditions, holiday observance, or other circumstances beyond the control of the Employer, (a) make-up day(s) may be schedule on Friday and/or Saturday at the straight time hourly rate, if time lost of five (5) hours or more was incurred.
- 6.6 Consistent with efficient operations, the Employer will make reasonable effort to distribute overtime equitable among the Employees. There shall be no provision to take time off in lieu of overtime pay. All overtime and premium time shall be paid for as follows:
  - 6.6.1 After either eight (8) or ten (10) hours in a workday, or forty (40) hours in a normally scheduled workweek, overtime shall be paid at the rate of one and one-half time (1½) the regular rate of pay, except for Sundays and holidays, which shall be paid at double the straight time hourly rate of pay, and make-up days

paid at the straight time hourly rate up to the forty (40) hour workweek.

- 6.7 There shall be no pyramiding of overtime rates and double the straight time hourly rate shall be the maximum overtime multiple for any hours worked.
- 6.8 The Employee's day shall start at an installation site and end at an installation site, provided the Employer supplies a take-home vehicle for the employee's work use. Employees shall be at their first installation site, ready to go to work, at the start of their shift.
- 6.9 If the Employees report to work and are not put to work, they shall be paid for all time they are directed to remain available for work and shall be compensated a minimum of two (2) hours' pay at the appropriate rate for that day. Once the Employees start to work, they shall be compensated a minimum of four (4) hours' pay at the appropriate rate for that day.
- 6.10 An Employee reporting late for work shall be docked in one quarter (0.25) hour segments. An Employee working overtime shall be paid in one-quarter (0.25) hour segments.

## **ARTICLE VII – HOLIDAYS**

- 7.1 All employees shall be entitled to holidays as set forth in the Employer's Paid Time Off Plan, attached hereto as Appendix B.
- 7.2 The Employees shall be paid eight (8) hours their normal straight time hourly wage rate for each of the holidays listed in the Paid Time Off Plan. Should it become necessary to work on the days on which the foregoing holidays are observed, in addition to the eight (8) hours of holiday pay, all work performed during the period beginning at 12:00 am on the morning of the holiday and ending at 11:59 pm shall be paid for at the double time rate.

## **ARTICLE VIII – VACATION, PERSONAL LEAVE, BEREAVEMENT LEAVE, and JURY/MILITARY DUTY**

- 8.1 All employees shall receive vacation leave, personal leave, bereavement leave, and jury/military duty leave as set forth in the Employer's Paid Time Off Plan, attached hereto as Appendix B.

## **ARTICLE IX – HEALTH AND WELFARE INSURANCE**

- 9.1 The Employer shall pay the full premium for the Principal Medical Plan 1225 for employee, spouse, and children as described in the Employer's Benefits Awareness Information Package, attached hereto as Appendix C. Employees desiring vision coverage or dental coverage may elect such coverage with the employee responsible for 100% of the premiums.
- 9.2 The Employer shall provide Group Term Live Coverage, Short Term Disability Coverage, Long Term Disability Coverage, Voluntary Term Life Coverage, and the 401K Retirement Plan under the terms and conditions set forth in the Employer's Benefits Awareness Information Package, attached hereto as Appendix C.

## **ARTICLE X – GRIEVANCE PROCEDURE**

- 10.1 In the event of a grievance, dispute, or difference between any Employee, and/or the Union, with the Employer in respect to the interpretation or application of this Agreement, said grievance shall be reduced to writing and processed in accordance with the following steps of this Grievance Procedure.

**STEP ONE:** The grievance shall be reduced to writing and the Employee and the Shop Steward, provided one has been designated, shall discuss the grievance, in writing, within ten (10) working days after the meeting between the Employee, Shop Steward, and immediate supervisor. If the grievance is not settled at this time, it shall be submitted to STEP TWO with ten (10) working days after the receipt of the Employer's written answer to STEP ONE.

STEP TWO: The designated Employer representative and the Local Union representative shall meet and attempt to settle the grievance within ten (10) working days of the time the grievance was submitted to STEP TWO. The Employer shall answer the grievance, in writing, within ten (10) working days of the STEP TWO meeting. If the grievance is not settled at this time, it shall be submitted to STEP THREE within ten (10) working days after the receipt of the Employer's STEP TWO answer.

STEP THREE: Any grievance not satisfactorily disposed of in accordance with the preceding steps of this Grievance Procedure may be submitted to arbitration at the request of either party. The party requesting arbitration shall notify the opposing party, in writing, of its intent within five (5) working days after the receipt of the Employer's STEP TWO answer. Such arbitration shall be held in accordance with the following procedure:

A. Any matter that is not adjusted satisfactorily by the Employer and the Local Union shall be submitted to arbitration. The party requesting arbitration shall notify the Federal Mediation and Conciliation Service (FMCS) that a dispute exists and request FMCS to submit a panel of seven (7) arbitrators. Each party shall, alternately, strike one name until only one name remains who will be designated as the Arbitrator for the dispute.

B. The authority of the Arbitrator shall be limited to determining questions involving the interpretation and application of the terms of this Agreement. The decision of the Arbitrator shall be final and binding on all parties.

C. The fees and all expenses of the Arbitrator shall be borne by the losing party.

10.2 All grievances shall be presented as soon as possible after the occurrence upon which it is based but, in no event, later than five (5) working days if it is a dismissal grievance or no later than fifteen (15) working days if the grievance arises from any other cause. The

failure to submit a grievance within these time periods shall constitute a bar to further action thereon.

10.3 The time limitations, in any step of the Grievance Procedure, can be waived by mutual consent. Such waivers shall be in writing.

## **ARTICLE XI – MANAGEMENT RIGHTS'**

11.1 The rights of management in the operation of its business are reserved and vested in the Employer, including the right to hire, promote, demote, transfer, suspend or discharge for just cause, and to relieve Employees from duty because of absence of work or for other legitimate reasons, and provided further that the Employer shall not unjustly discriminate against any Employee. The Union understands the Employer is responsible to perform the work required by the owner. The Employer is responsible for planning, directing, and controlling the operation of all of its work, in deciding the number and kind of Employees to properly perform the work, in hiring and laying off Employees, in transferring Employees from job to job, and requiring all Employees to observe all safety regulations.

11.2 The Employer shall have the right to obtain both pre-hire and post-hire background and motor vehicle checks and to require both pre-hire and post-hire (suspicion or post-accident) drug tests for all Employees covered by this Agreement. All such tests and/or checks shall be paid by the Employer.

## **ARTICLE XII – WORKING CONDITIONS**

12.1 All specialized tools shall be furnished by the Employer. Employees shall be required to provide the tools identified in the Employer's Employee Handbook, Tool List. Employees shall be responsible for the replacement of tools lost or broken through negligence.

12.2 Having a vehicle and valid driver's license shall be a condition of employment. Employees must notify the Employer immediately upon

suspension of their driver's license. Failure to do so shall constitute grounds for immediate dismissal.

12.3 All required uniforms shall be furnished by the Employer.

12.4 All required training shall be provided by the Employer and shall be conducted on Employer time.

12.5 Employees will be required to maintain acceptable standards for their personal appearance in both the shop and the field with respect to their clothing and grooming. Hair, mustaches, and beards must be neatly kept and trimmed.

12.6 No traveling time shall be paid before or after working hours for traveling to or from the installation sites.

### **ARTICLE XIII – SAFETY**

13.1 It is the Employer's responsibility to insure the safety of its Employees and their compliance with safety rules and standards.

13.2 When Employees are riding in Employer vehicles, there must be a seat belt for each rider.

### **ARTICLE XIV – FAVORED NATIONS**

14.1 The Union agrees that if, during the life of this Agreement, it grants to any other Employer on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

### **ARTICLE XV – INTENTIONALLY BLANK**

### **ARTICLE XVI – INTENTIONALLY BLANK**

**ARTICLE XVII – SEPARABILITY**

17.1 Should any provision of this Agreement be declared illegal by any court of appropriate jurisdiction, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

**ARTICLE XVIII – TERM**

18.1 This Agreement shall take effect January 1<sup>st</sup>, 2008, and remain in effect until December 31, 2010, or by mutual consent of the parties.

18.2 Either party desiring to change this Agreement must notify the other, in writing, at least sixty (60) days prior to expiration of the agreement.

18.3 Changes can be made at any time by mutual consent. Any changes agreed upon shall be reduced to writing and signed by both parties hereto.


Dated: November 1<sup>st</sup>, 2007

**SIGNED FOR THE UNION:**

  
\_\_\_\_\_  
Tom Dalzell, Business Manager

\_\_\_\_\_  
(Date)

**SIGNED FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Chuck Davis, Vice President

12-20-07  
\_\_\_\_\_  
(Date)

**EXHIBIT A  
DUES CHECK-OFF AUTHORIZATION FORM**

(This form is to be completed and returned to the Employer no later than thirty-one (31) days from the Employee's date of hire.)

I hereby assign to Local Union No. 1245, International Brotherhood of Electrical Workers (IBEW), from my wages earned or to be earned by me as your Employee (in my present or in any future employment by you), such sum as may be established from time to time as Union Dues by Local Union No.1245 in accordance with the Constitution of the IBEW and the Local Union By-Laws. I authorize and direct GoodCents to deduct such amount from my wages and remit such withholdings within fifteen (15) days following the month in which deductions were made to the Financial Secretary of the appropriate Local Union. It will be the Employee's responsibility to pay any other dues required by the Local Union that are not considered deductible by the Employer.

The assignment, authorization, and direction shall be irrevocable from the period of one (1) year from the date of delivery hereof to you, or until the termination of the Collective Bargaining Agreement between GoodCents and Local Union No.1245, IBEW which is in force at the time of delivery of this authorization, whichever occurs sooner.

This authorization is made pursuant to the provision of Section 309(c) of the Labor-Management Relations Act of 1947 and otherwise.

SIGNATURE OF EMPLOYEE: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

EMPLOYEE'S ADDRESS: \_\_\_\_\_

DATE OF SIGNING: \_\_\_\_\_

DATE OF DELIVERY TO EMPLOYER: \_\_\_\_\_

## APPENDIX A

<b>Field Technician</b>	<b>2/1/2007</b>	<b>1/1/2008</b>	<b>1/1/2009</b>	<b>1/1/2010</b>
	<b>\$25.36 / hr.</b>	<b>\$26.31/hr.</b>	<b>\$27.30/hr.</b>	<b>\$28.32/hr.</b>

<b>Warehouse Technician</b>	<b>2/1/2007</b>	<b>1/1/2008</b>	<b>1/1/2009</b>	<b>1/1/2010</b>
	<b>\$17.62 / hr.</b>	<b>\$18.28/hr.</b>	<b>\$18.97/hr.</b>	<b>\$19.68/hr.</b>

NOTE: These wages are applicable only to work performed in PG&E's Fresno, Kern, Los Padre, North Coast, North Valley, Sacramento, Sierra, Stockton, and Yosemite Divisions.



## **ON CALL POLICY**

1. On call is scheduled weekly, Monday – Saturday from 5PM to 8AM and all day Sunday.
2. There will be a weekly rotation.
3. A technician should not be required to be on-call for more than two consecutive weeks.
4. The technician will keep a record of all calls received using the yellow work order. The work order must be filled out completely.
5. The completed work order must have the customer's signature if the technician is dispatched to a work location. (No exceptions)
6. All technicians must abide by the Company Drug and Alcohol policy when on-call.
7. There can be more than one on-call technician scheduled per week.

### **COMPENSATION FOR ON CALL:**

1. There will be two technicians on call. The "Primary" will be paid a flat rate of \$25.00 for having the on-call cell phone and handling the calls.
2. If you are dispatched to a customer's home you will be paid the actual time that you leave your home to the time you arrive back to your home. The "Primary" will determine if they are closer to the customer or if the "Secondary" is closer. Whichever technician is the closest will handle going to the customer's home if necessary.
3. When leaving your home you need to document the mileage on your truck and the time you are leaving. Upon returning you will document the miles on your truck again and enter the time you returned home.





# **BENEFITS AWARENESS**

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## ***INFORMATION PACKAGE***

UNION EMPLOYEES



2970 ROSEBUD ROAD  
LOGANVILLE, GA 30052  
PHONE: (770) 982-4962  
FAX: (678) 836-1049

# WELCOME

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**GoodCents** is pleased to introduce our employee benefits package. Through our co-employment relationship with Adams Keegan, we feel that our association will be both beneficial and pleasant.

Adams Keegan is a Professional Employer and is responsible for activities that are normally associated with a human resources department, including payment of wages, withholding of taxes, supplying workers' compensation coverage, and providing employee benefits and other human resources programs.

Through GoodCents Solution's relationship with Adams Keegan, GoodCents is able to offer a benefits package comparable to that of a fortune 500 company.

## **Our Values**

- ❖ Respect for the Individual
- ❖ Service to the Customer
- ❖ Pursuit of Excellence
- ❖ Commitment to Personal Integrity

Our values explain how we approach our daily work. In all of our relationships with our customers, shareholders and one another, we pursue the highest degree of mutual respect, service, excellence and integrity. The commitment to our values unlocks our inherent capacity to drive change, sustaining our leadership position and creating immense opportunity for all of our customers.

We hope you will take advantage of the benefits offered to you. Our commitment to providing the best benefits possible is one way of showing the value we place on each employee at GoodCents. You are our most important resource.

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## OVERVIEW AND PREMIUMS

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Coverage Effective Dates: August 1, 2006 – August 1, 2007

At this time, you may choose to:

- Enroll or drop your coverage
- Add or delete dependents to your coverage,

After your 90-day probationary period with enrolling or refusing the benefits, you will only be able to make changes if you have a "qualifying event" such as marriage, divorce, spouse's loss of job or insurance, birth/adoption of child, death of a dependent.

### OVERVIEW OF THE BENEFITS

Effective August 1, 2006 the health, dental, life, AD&D, LTD and STD plans will be provided through Principal Financial Group. A brief highlight of the health and dental plan follow:

#### HEALTH PLAN OFFERED

We are offering the employees a preferred provider organization (PPO) plan.

#### DENTAL PLAN OFFERED

You may use any dentist you want. Please note: A network of "participating" dentists is available to you. If you use these "participating" dentists, they will file the claim for you. More importantly, they can NOT balance-bill you if their fees for a procedure exceed the "maximum allowable charge" set by the insurance company. This could save you money! (If a non-participating dentist charges more than the "allowable" rate, the dentist can (and will) bill you for the difference that the insurance doesn't cover. Please review the plan detail in your benefits package.

### OVERVIEW OF YOUR PREMIUMS

Providing affordable benefits for our employees and their families is important to GoodCents. The company is continuing the commitment to cover 100% of the (medical plan) cost to cover you, as well as 100% of the cost to cover your dependents!

Note: The vision care plan, the dental plan and the voluntary term life are both "voluntary" plans... you pay the full cost for these plan.

Your cost for benefits ***Per Pay Period***, beginning January 1, 2007 will be for 24 pay periods:

**PRINCIPAL PLAN 1225**

	Principal MEDICAL	Principal DENTAL	Avesis VISION
EMPLOYEE ONLY	0	13.82	3.23
EMPLOYEE & SPOUSE	0	28.93	5.64
EMPLOYEE & CHILD(REN)	0	32.02	5.64*
FAMILY	0	46.81	8.39**
* EMPLOYEE AND <u>ONE</u> CHILD. ** EMPLOYEE AND TWO OR MORE CHILDREN			

**FORMS TO COMPLETE**

- **PRINCIPAL ENROLLMENT FORM.** Everyone must complete the Principal Enrollment Form, indicating if you wish to enroll (or decline coverage) on the health / dental plans.
- **VISION PLAN.** If you wish to enroll, you must complete an Avesis application. (If you are not selecting the plan, you do not need to submit a form).

*All forms must be turned into the Employee Services Department no later than the end of business day one week after your Benefit orientation. Insurance will go into effect on the first of the month following your 90 day probationary period.*

*This handout is for illustrative purposes. You will receive benefit booklets. If there is a discrepancy between this handout and your benefit booklet, the benefit booklet prevails.*

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## CONTACT INFORMATION

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Great news for all GoodCents Employees:

We have chosen insurance consults, Northwestern Benefit Corporation, to help us get the most from our health plan. *The HIPPA law and regulations issued in June 2003 prohibits the administration department of GoodCents to be involved in any resolutions of personal health related concerns and/or needs.*

Whenever your or a member of your family:

- Believes that your claim has not been paid properly.
- Need further clarification on an insurance matter.
- Have questions regarding a bill.
- Have a benefits question.
- Need help solving a problem.

Northwestern Benefit Corporation is will be ready to assist. GoodCents' dedicated Service Professional is:

**Madalyn Maierhafer: Tel: 404-846-3189 or Email: [madalyn.maierhafer@nmfn.com](mailto:madalyn.maierhafer@nmfn.com)**

Please contact Madalyn for any concerns/questions you may have with your benefits. Madalyn is outstanding with going above and beyond in order to resolve issues for GoodCents employees.



**Northwestern**  
BENEFIT CORPORATION OF GEORGIA

*Your Outsourced Benefits Department*

950 East Paces Ferry Road., Suite 2800

Atlanta, Georgia 30326

Fax: (404) 846-3110 Toll Free: (800) 304-6157

# HEALTH BENEFITS

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## MEDICAL COVERAGE

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Provided under the current carrier you are offered a PPO Plan offered which consists of 80/20 coverage. GoodCents pays 100% of the premiums for the employee and dependants while the employee is responsible for the remaining 0%. To receive the most from your benefits, choosing a participating physician (in-network) could result in substance savings for you instead of being balance billed from a non- participating physician (out of network).

### **MEDICAL: PLAN 1225**

- Primary Care Physicians (PCP) / Specialist visits: \$20 co-pay
- Routine Physicals by PCP/Specialists: \$20 co-pay
- Hospitalization In-Out Patient: deductible plus coinsurance
- Emergency Room Visits: deductible plus coinsurance
- Prescription Drugs: \$15 co-pay for generic; \$35 co-pay for brand; \$50 co-pay for formulary

#### **Plan 1225**

Deductibles	\$1000 per person, \$3000 family	
Coinsurances	After any required copays and deductible, the coverage pays 80% and you pay 20%	
Out-of-Pocket	\$2000 per person; \$4000 family	

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## DENTAL COVERAGE

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The Employee pays 100% of the premiums for the employee and dependants. You may receive treatment from dentist either in or out of network and the plan will pay as listed below. The one difference between in/out of network will be who files the claims whether it is the physician or you.

\$50 annual deductible must be met prior to any Basic, Major or Orthodontia services are processed for payment for each member

- Annual deductible: \$50
- Annual maximum benefit: \$1500 per member
- Preventative services: 100% (no deductible)
- Basic services: 80% after deductible
- Major services: 60% after deductible
- Orthodontic services: 60% after deductible

*This handout is for illustrative purposes. You will receive benefit booklets. If there is a discrepancy between this handout and your benefit booklet, the benefit booklet prevails.*

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## VISION COVERAGE

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The employee is responsible for 100% of the premiums for the elected coverage under the current carrier, Avesis Vision. To receive the most from your benefits, choosing a participating physician (in-network) could result in substance savings for you instead of being balance billed from a non-participating physician (out of network).

- Annual vision examination requires a \$10 copay once every 12 months
- Optical materials (frames/spectacle lenses) requires a \$15 copay once every 12/24 months
- Contact lenses have a \$110 allowance if an elective and 100% if medically necessary every 12 months
- Lasik surgery discount contracted with Cole Managed Care

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## GROUP TERM LIFE COVERAGE

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You have coverage under GoodCents to relieve some of the worry of a financial burden in the event of a tragic accident or illness. The following is paid 100% by GoodCents:

- Each employee is covered with the amount of \$50,000.00, if they meet eligibility requirements.
- The employee's Spouse has coverage in the amount of \$5,000.
- The employee's Dependent child(ren) 14 days to six months are eligible for \$500; age six months to age 18 (age 19 to age 25 if a full time student) are eligible for \$2,500.
- Accidental Death and Dismemberment insurance equal to the employee's life benefits.

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## SHORT TERM DISABILITY COVERAGE

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You have coverage under GoodCents to relieve some of the worry of a financial burden in the event of a tragic accident or illness. The following is paid 100% by GoodCents:

- This plan covers 60% of your current weekly salary if you suffer from a disabling accident or illness that is not work related.
- The maximum weekly benefit covered under this plan is \$750.
- Benefit payments will begin after you have been unable to work for 0 days due to an accident or 7 days due to sickness.
- You will receive benefit payments for up to 13 weeks while you are disabled.

*This handout is for illustrative purposes. You will receive benefit booklets. If there is a discrepancy between this handout and your benefit booklet, the benefit booklet prevails.*

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## LONG TERM DISABILITY COVERAGE

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You have coverage under GoodCents to relieve some of the worry of a financial burden in the event of a tragic accident or illness. The following is paid 100% by GoodCents:

- This plan covers 60% of your current monthly salary if you suffer from a disabling accident or illness on or off the job.
- The maximum monthly benefit is \$5,000; the minimum monthly benefit covered under this plan is \$50.
- Benefit payments will begin after you have been unable to work for 90 days (elimination period) due to disability.
- For the first two years of disability, you will receive benefit payments while you are unable to work in your own occupation. After two years, you will continue to receive benefits if you cannot work in any occupation based on training, experience and education.

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## VOLUNTARY TERM LIFE COVERAGE

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You have coverage under GoodCents to relieve some of the worry of a financial burden in the event of a tragic accident or illness. The following is paid 100% by the employee:

- You may elect one of the following benefit options: \$10,000 increments to a max of \$300,000.
- Age Reductions: 25% reduction of coverage at the age of 65, with an additional 25% reduction at the age of 70.
- Portability: You may continue coverage for yourself until the age of 75 if you cease to qualify as a member. The employee must be less than age 75 and enroll within 60 days they cease to qualify as a member.
- Coverage During Disability: If you become totally disabled before the age of 60, coverage will continue and premiums will be waived for you. See certificate booklet for further explanation.
- Accelerated Benefit:(for employee) - If you are terminally ill you can receive up to 75%, not to exceed \$250,000, of your life insurance benefit in a lump sum as long as:
  - Your life expectancy is 12 months or less as diagnosed by a physician.
  - Your death benefit is at least \$10,000Please see certificate booklet for further details

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## VOLUNTARY TERM LIFE RATES

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Please see the Benefit Amount and Cost Summary table.

*This handout is for illustrative purposes. You will receive benefit booklets. If there is a discrepancy between this handout and your benefit booklet, the benefit booklet prevails.*

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## LONG TERM CARE COVERAGE

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You have coverage under GoodCents to relieve some of the worry of a financial burden in the event of a tragic accident or illness. The following is paid 100% by GoodCents for each full time employee. Long Term Care is the type of care received when someone needs assistance – either at home or in a facility – with activities of daily living due to an accident, an illness, or advancing age such as:

- Eating.
- Dressing
- Bathing
- Simply Moving About

## FINANCIAL BENEFITS

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### 401K RETIREMENT PLAN

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Please review the enclosed Lincoln Financial Group package for the wide variety of investments options you may wish to elect. Lincoln Financial helps you to determine which investment options best fit your retirement goals by supplying a Risk Tolerance Quiz to evaluate what type of investor you are. You also have two options of how to invest your funds: (1) you can select your own investments or (2) you can elect the 401k Toolbox. 401k Toolbox has a registered investment advisor (RIA) that provides investment advice and account management that places your funds in the best investment.

GoodCents is excited to announce the new matching program for all employees who participate in the 401k-retirement program. GoodCents will match up to 2% on a per pay period basis up to a maximum of \$500.00 per year. Should you elect to enroll in the 401k, please complete the forms located in the back of the Lincoln Financial Group booklet and forward them to the Human Resource Department in the corporate office in Stone Mountain, Georgia. Please ensure that you have complete the following:

- Enrollment and Investment Selection Form – page 49
- Enrollment and Investment Selection Form – page 50
- Beneficiary Form – page 51
- 401k Toolbox "Manage It For Me" Agreement (only if electing Toolbox to manage your money for you)

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## FLEXIBLE BENEFITS PLAN

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GoodCents has implemented a flexible benefits plan where employees can elect to pay for expenses with wages excluded from taxable income. The flexible benefits plan includes health and dental cost of coverage, out of pocket and medical/dental expenses and dependant care expenses.

Details regarding the flexible benefits plan and the annual election forms are available from the Employee Services Department. Sign up is available only in December.

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## PAID TIME OFF PLAN

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Employees may only use Paid Time Off (vacation) after the employee has completed time of service listed below.

### VACATION LEAVE

- Vacation leave is based on an allotment of time in conjunction with time of service.
- Available to full time (30+ hours per week) employees beginning Jan 1<sup>st</sup> until Dec. 31<sup>st</sup>
- *Waiting Period – Vacation leave may only be used starting January of the following year after the employee's date of hire.*
- Time only to be used in *minimum* 4 hours increments only
  - Vacation forms must be completed 5 business days in advance to use vacation time/unpaid time off and approved by reporting manager.
  - A manager may require more notice based upon project requirements
- Maximum carry over of 40 hours of vacation for the previous year to be used by end of 1<sup>st</sup> Quarter of the following year
- No payout of unused vacation days

### HOLIDAYS

GoodCents recognizes the following holidays available to full time (30+ hours per week) employees beginning January 1<sup>st</sup> until December 31<sup>st</sup>:

- *Waiting Period – available immediately to full time employee (30+ hours per week)*
- Employee's must request time off (vacation / unpaid time off) **OR** work the day before and the day after recognized holiday in order to receive holiday pay.
  - Vacation forms must be completed 5 business days in advance to use vacation time/unpaid time off and approved by reporting manager.
  - A manager may require more notice based upon project requirements

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- No payout of unused holidays

The holidays are as follows:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day
- An additional Christmas holiday - to be determined by corporate management

### **PERSONAL LEAVE**

- Available to full time (30+ hours per week) employees
- *Waiting Period - 90 days after date of hire*
- 4 (four) days per year: New Employees - starting after the 90<sup>th</sup> day until December 31<sup>st</sup>; Existing Employees - Starting January 1<sup>st</sup> until December 31<sup>st</sup>
- No payout of unused personal leave.

### **BEREAVEMENT LEAVE**

Available to full time (30+ hours per week) employees pays up to 3 days for immediate family **ONLY**. Immediate family of the employee is described as:

- *Father/father-in-law*
- *Mother/mother-in-law*
- *Sister*
- *Brother*
- *Husband*
- *Wife*
- *Son (biological, step or adopted)*
- *Daughter (biological, step or adopted)*
- *Biological grandparents*

### **JURY/ MILITARY DUTY**

Jury duty is paid at the regular rate of pay of the employee less of any/all compensation that has been paid by the courts. Military employees are granted up to 10 days per year for reserves paid at the regular rate of pay of the employee less of any/all compensation that has been paid by the military. Copies of such compensation must be provided to the employee's manager.

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# PERSONAL BENEFITS

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## EDUCATION ASSISTANCE PROGRAM

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GoodCents encourages and supports efforts by its employees to improve their skills and educate themselves for advancement by studying job-related subjects at an accredited educational institution. Thus, GoodCents reimburses workers for certain education-related expenses in accordance with education assistance policy and criteria.

Reimbursement for tuition is as follows:

- Grade A receives 50%
- Grade B receives 40%
- Grade C receives 30%

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## APPAREL ALLOWANCE PROGRAM

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GoodCents is now offering employees an *Apparel Allowance* through CINTAS. To show a portion of our appreciation, each employees will be able to purchase GoodCents apparel by signing onto the Cintas website.

**Allowance Available:**

- Each employee of GoodCents will have an allowance of \$50.00 to purchase the apparel of their choice per year.
- Should you elect apparel that amounts to more than the allowance, you will be responsible to pay the difference prior to the items being shipped.

*This handout is for illustrative purposes. Please review the policy for further details. If there is a discrepancy between this handout and the policy, the policy prevails.*



## **ON CALL POLICY**

1. On call is scheduled weekly, Monday – Saturday from 5PM to 8AM and all day Sunday.
2. There will be a weekly rotation.
3. A technician should not be required to be on-call for more than two consecutive weeks.
4. The technician will keep a record of all calls received using the yellow work order. The work order must be filled out completely.
5. The completed work order must have the customer's signature if the technician is dispatched to a work location. (No exceptions)
6. All technicians must abide by the Company Drug and Alcohol policy when on-call.
7. There can be more than one on-call technician scheduled per week.

## **COMPENSATION FOR ON CALL:**

1. There will be two technicians on call. The "Primary" will be paid a flat rate of \$25.00 for having the on-call cell phone and handling the calls.
2. If you are dispatched to a customer's home you will be paid the actual time that you leave your home to the time you arrive back to your home. The "Primary" will determine if they are closer to the customer or if the "Secondary" is closer. Whichever technician is the closest will handle going to the customer's home if necessary.
3. When leaving your home you need to document the mileage on your truck and the time you are leaving. Upon returning you will document the miles on your truck again and enter the time you returned home.

