

CABILDO WELCOME

We are happy you have decided to work with us and we look forward to a long and prosperous partnership. At Cabildo we realize that we are only as good as our worker force, so our business philosophy begins with the premise that you, our employees, deserve three things above all else, 1) respect, 2) wages that are competitive and paid timely, and 3) good treatment, which includes proper business practices and insurances.

Cabildo is committed to providing you these essential elements and if for some reason you believe you have been denied any of these things, please inform the Cabildo Manager at (504) 524-8650. In return, we ask that you, above all else, work hard, be careful and treat our company and our clients with the same respect with which we treat you.

Cabildo prides itself on the quality of its service, which in reality, is a reflection of its workforce. Because we are not present at our clients' jobsites, we must rely on our workforce to represent our company in the best possible light. Recruiting the right people is the only assurance we have that this will be achieved. As a result, we have very high standards and are only interested in employing the best. Here are a few rules we like to follow when determining who we will employ:

1. **You must be absolutely reliable!** When we say we are going to be there and do something, we mean it. We need craftsmen who like to work and take pride in their work, not those more interested in when quitting time is.
2. **You must be safe.** At Cabildo we believe that no amount of money is worth risking one's safety or health. Careful attention to safety will prevent most accidents, so we are only looking for people who take safety seriously. Additionally, Cabildo is prepared to provide any safety equipment required, but failure on the part of our employees to adhere to safe practices results in immediate termination.
3. **What you do in your personal life is not our business nor should it be our burden or that of our clients.** We only want people who don't allow their personal lives to interfere with their professional lives. Those prone to drama, hang-ups, money borrowing, incessant talking, incessant telephone calls, whiners, crybabies, sissies, jerks, bullies, incessant smokers, screwballs, or abusers of drugs and/or alcohol need not apply. Don't waste your time or ours.
4. **We need skilled people who can actually do the work they claim they can do...without handholding.** Our clients have no time to baby-sit anyone or teach anyone how to do the job. They are paying for people who already have the skill set and the tool set to handle the work. You must be capable of high quality work in a reasonable amount of time or this job is not for you.
5. **You must be absolutely honest in everything you do.** You must be honest with our company and our clients. The truth will get you understanding and compassion; lying results in termination every time.
6. **We are a company of solutions, not problems.** We live to find solutions, so we take the attitude that we can fix any problem no matter what happens. We need people with that "can do" attitude, not people who continually find impediments to getting the job done.
7. **Our goal is to leave every customer wanting to refer us to co-workers and colleagues.** Every customer must feel satisfied and it is up to our work force to achieve this. We have invested substantial resources to obtain our clients and are not willing to lose them because of inept workers.
8. **You must be willing to take the good jobs with the bad jobs.** While we strive to find the perfect match for you, the reality is that even in the best situations, you may at times be required to do jobs that you don't like or that require a skill level beneath yours. As long as our clients are paying the bill, we should be willing to help them out when they are in a jam.
9. **You must have a neat physical appearance.** We don't want people that look shabby; you must be presentable to our clients.
10. **You must work neatly.** At the end of the day, the job site should look as if you were never there.

CABILDO EMPLOYMENT AGREEMENT AND RULES

- 1. Employment-At-Will:** Employee and Cabildo, the parties, jointly acknowledge their relationship as one of employment-at-will, and that this Agreement does not confer or infer any rights to continued employment. Employer or Employee may terminate this relationship at any time with or without cause.
- 2. Restrictive Covenant:** In consideration of the compensation being paid to the Employee, and the confidential information provided to Employee while employed by Cabildo, the Employee covenants and agrees that he/she will **not**, directly or indirectly, while employed by Cabildo and during the two year period immediately following his or her separation from employment: 1) induce or attempt to induce any client or prospective client of Cabildo to cease doing business with Cabildo or in any way interfere with the relationship between any such client or prospective client; 2) solicit or accept work offers or offers of employment, directly or indirectly, from clients of Cabildo, clients of Cabildo's clients, or business or home owners associated in any way to the services being performed as part of employment with Cabildo; 3) induce any employee of Cabildo to leave the employ of Cabildo or in any way willfully interfere with the relationship between Cabildo and any of its employees; or 4) discuss the compensation paid to Employee by Cabildo. Employee agrees that any violation of this provision is grounds for immediate termination and will result in Employee paying to Cabildo an amount equal to four hundred (400) hours at the hourly rate that Cabildo is currently paying Employee for the efforts and costs incurred with employment hereunder. For purposes of this Agreement, the term "Client" shall mean all persons or entities who were customers of Cabildo during the twelve (12) month period preceding Employee's termination, and with whom the Employee had contact or knowledge during this period. "Prospective Client" shall mean all persons or entities with whom Employee had contact or knowledge for the purposes of soliciting and or selling products or services offered by Cabildo during the twelve (12) month period preceding Employee's termination from Cabildo.
- 3. Payroll Deduction:** In consideration of the compensation being paid to the Employee, and to the fullest extent permitted by law, Employee agrees and gives Cabildo authorization without restriction to deduct immediately from Employee's next available compensation any and all funds that are necessary to reimburse Cabildo for losses it may incur as a result of the Employee's willful actions to falsify Employee time cards and/or any other willful fraudulent action that causes the Cabildo to suffer financial loss, or non-repayment of monies owed to Cabildo. It should be clearly understood by Employee that such actions may result in immediate termination of employment and that Cabildo reserves the right to pursue all available legal remedies to ensure that it recovers its loss(es).
- 4. Work Week:** Employee agrees and understands that Cabildo utilizes a Monday through Sunday workweek (unless specifically designated otherwise by a particular client of Cabildo).
- 5. Time Sheets:** Cabildo shall pay to Employee every Friday (for the prior week) all amounts owed to Employee, based upon the agreed upon hourly rate, for all hours on a Cabildo Time Sheet (attached) approved by a Cabildo client. To the extent there exists a discrepancy between a Cabildo client and Employee regarding the amount of approved time, Cabildo will use its best efforts to rectify the situation, but does not guaranty the outcome of such efforts. Therefore, Employee understands and agrees that he/she is responsible for verifying their approved hours with the designated representative of Cabildo's client to ensure accuracy.
- 6. Payroll Checks:** Employee understands and agrees that in the event Cabildo is unable to hand-deliver their paycheck for whatever the reason, such Employee's check shall be immediately available for pick-up at Cabildo's office (at the address listed below) or mailed upon request.
- 7. Failure to Report to Work or Dismissal for Cause:** Employee acknowledges and agrees that should he or she fail to report to work without calling with reasonable advance notice or is terminated or dismissed from an assignment by a client, his or her final paycheck will be mailed to the address given on the Employee's application.
- 8.** If the provisions set forth in this Agreement are determined by a court of competent jurisdiction to be too broad, or vague as to duration, activity, subject or otherwise, to be enforceable, then the parties agree that the court may limit, reduce, or define the restrictions so as to be enforceable to the fullest extent compatible with applicable law.
- 9.** The covenants as set forth in this Agreement shall be construed as an agreement independent of any other provision in this Agreement and the existence of any potential or alleged claim or cause of action of Employee against Cabildo, whether predicted on this Agreement or otherwise, shall not constitute a defense to the enforcement by Cabildo of the covenants contained herein. An alleged or actual breach of the Agreement by Cabildo shall not be a defense to the enforcement of the provisions of this Agreement.
- 10.** In the event of a breach by Employee of any of his/her obligations hereunder, Employee acknowledges that Cabildo will not have an adequate remedy at law and shall be entitled to such equitable and injunctive relief as may be available and appropriate to restrain Employee from violating any provision of this Agreement. Nothing herein shall be construed as prohibiting Cabildo from pursuing any other remedies available for such breach, including the recovery of the damages set forth in this Agreement.
- 11.** In the event Employee shall breach any of the terms of his/her obligations under this Agreement, Employee agrees to pay all costs and expenses of enforcement of this Agreement, which are incurred by Cabildo, including reasonable attorney's fees and court costs.
- 12.** Employee recognizes and acknowledges that a violation of this Agreement will surely result in damage and irreparable injury to Cabildo, and its business, which will be difficult and impossible to measure by exact monetary standards. Therefore, in addition to any equitable remedy, including an injunction, Cabildo shall be entitled to recover from Employee, as liquidated damages, the amount of \$10,000.
- 13.** Cabildo reserves the right to assign this Agreement to the fullest extent permitted by law.
- 14.** A waiver of any breach of a term, covenant or condition in this Agreement by Cabildo shall not be construed to have any effect on the remaining terms and conditions, nor shall any such waiver be deemed permanent or binding for a future breach of a term, covenant or

condition.

15. If any portion of this Agreement is determined to be in violation of or contrary to any law, rule or regulation by a court of competent jurisdiction, then that portion shall be defined, reduced, or limited so as to be enforceable to the fullest extent compatible with applicable law.
16. Employee and Cabildo agree that any dispute arising out of this Agreement shall be brought in the state or federal courts of Jefferson Parish, Louisiana. All questions concerning the construction, validity and interpretation of this Agreement hereto will be governed by and construed in accordance with the laws of the State of Louisiana without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Louisiana.
17. This Agreement contains the entire agreement and understanding between the Cabildo and Cabildo with respect to Employee's employment and supersedes all prior agreements, whether written or oral, relating to Employee's employment with the Cabildo. Employee and the Cabildo agree to use their respective best efforts to maintain as confidential the terms of this Agreement.
18. Employee acknowledges that he/she has had the opportunity to consult with an attorney regarding this Agreement before executing same.

VIOLATION OF ANY OF THESE RULES IS GROUNDS FOR IMMEDIATE TERMINATION

1. IF AN INJURY OCCURS WHILE WORKING FOR CABILDO, YOU MUST IMMEDIATELY NOTIFY THE CABILDO OPERATIONS MANAGER (504) 524-8650.
2. **Arrive to work. Be on time. Take only the allotted amount of time for breaks.** If you are unable to make a particular assignment or anticipate that you will be late, for whatever the reason, we ask that you inform the Operations Manager, so that he can address the situation with the client. If you fail to inform us, we find out from the client. Once this happens the client is usually already upset and we run the risk of losing the client, which in turn jeopardizes your job. Additionally, if you arrive to work late, you and Cabildo both lose because we are unable to bill the client for the missed time and you don't get paid for the lost time. Employee acknowledges and agrees that should he or she fail to report to work without calling with reasonable advance notice or is terminated or dismissed from an assignment by a client, his or her final paycheck will be mailed to the address given on the Employee's application.
3. **Do not steal or vandalize property of the client.** This goes without saying, but if we determine that an employee is guilty of such, we will be forced to terminate that employee, seek criminal charges against the employee, and will deduct the cost of the stolen goods from amounts owed to that employee.
4. **Do not use cellular phones while working.** You may talk on the phone at break time. Otherwise, it should remain off or be left in your vehicle. This is unprofessional and if you are speaking on the phone, you are not actually working for the time for which the client is paying.
5. **Do not lodge complaints or grievances with the client or supervisor.** If you are unhappy with the way something has been handled by the client or supervisor, you should inform our Operations Manager. He in turn will address the issue with the client. Speaking with clients without a supervisor present is a no-no.
6. **All solicitations for your services should be directed to the Cabildo Operations Manager.** Cabildo finds work so you don't have to. If we determine that an employee is soliciting work outside of his/her employment with Cabildo while working for Cabildo, that employee will be terminated.
7. **Smoking.** Smoking is allowed only during regularly scheduled breaks and in areas designated by the client.
8. **Violence.** Cabildo strictly adheres to a zero tolerance policy on violence in the workplace.
9. **TIME SHEETS.** EACH EMPLOYEE IS RESPONSIBLE FOR MAKING SURE THAT THEY ARE ON THE TIME SHEET FOR THAT DAY AND THAT THEIR HOURS ARE PROPERLY LOGGED. A CABILDO REPRESENTATIVE AT EACH JOBSITE WILL BE RESPONSIBLE FOR MAKING SURE THE TIME SHEET IS SIGNED BY THE CLIENT OR SUPERVISOR. **IF YOU ARE NOT ON THE TIME SHEET, YOU DO NOT GET PAID.**

CABILDO SUBSTANCE ABUSE POLICY

Cabildo recognizes alcohol and drug abuse as potential health, safety and security problems. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment.

Employees are prohibited from the following when reporting for work, while on the job, on Company or customer premises or surrounding areas, or in any vehicle used for Company business:

- The unlawful use, possession, transportation, manufacture, sale, dispensation or other distribution of an illegal or controlled substance or drug paraphernalia;
- The unauthorized use, possession, transportation, manufacture, sale, dispensation or other distribution of alcohol; and
- Being under the influence of alcohol or having a detectable amount of an illegal or controlled substance in the blood or urine (“controlled substance” means a drug or other substance as defined in applicable federal laws on drug abuse prevention).

Any employee violating these prohibitions will be subject to disciplinary action up to and including termination.

Any employee convicted under any criminal drug statute for a violation occurring while on the job, on Company or customer premises, or in any vehicle used for Company business must notify the Company no later than 5 days after such a conviction. A conviction includes any finding of guilt or plea of no contest and/or imposition of a fine, jail sentence, or other penalty.

We recognize that employees suffering from alcohol or drug dependence can be treated. We encourage any employee to seek professional care and counseling prior to any violation of this policy.

Screening: Company reserves the right in its sole discretion to perform screening for the presence of illegal drugs or alcohol as a condition of employment. Applicants will be required to voluntarily submit to a urinalysis test at a laboratory chosen by the company and by signing this consent agreement, will release the Company from liability for failure to obtain consent. Any applicant with positive test results will be denied employment at that time, but may initiate another inquiry with the company after 6 months. Cabildo Staffing will not discriminate against applicants for loss of employment because of past abuse of drugs/alcohol; nor will the company tolerate current abuse of drugs/alcohol.

For Cause/Post-Incident Screening: When there is a reasonable cause to suspect that a working employee’s behavior, performance, error in judgment, accident or incident or unsafe actions are related to substance abuse; when there is an accident or near accident involving personnel in which injury to persons or damage to property has occurred or potentially could have occurred, it will be a condition of continued employment for said employee to submit to a requested drug screening.

Post-Accident Screening: If an employee suffers an occupational on-the-job injury requiring medical treatment; causes injury to a coworker; or receives injury due to the employee’s failure to wear required personal protective equipment, drug testing will be required.

I do hereby certify that I have read and understand the above policy regarding workplace drug and alcohol abuse. I understand and agree to submit to drug screening for the presence of drugs/alcohol on a pre-employment basis, for cause/post-incident basis and post-accident basis.

I understand and agree that compliance with this policy is a condition of employment and if violated, I am subject to disciplinary action up to and including termination.

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