

WELCOME ABOARD

It is our sincere pleasure to welcome you to Long Island Pipe and its affiliates; Natgroove Fittings LLC, Albany Pipe & Nipple, Lansdale International, Brecco Distribution Corp., and Long Island Pipe Supply of NJ dba Neill Supply Co. (together hereinafter “Long Island Pipe” and/or “Company”). We are delighted you have decided to associate with our Company.

As a member of the organization, you will participate in the policies and programs described in this booklet. May we suggest you read it carefully and keep it at home in a suitable place for future reference. The policies set forth in this booklet are constantly under review. It is our intention to adopt new policies or improve old ones as situations demand. You will be notified, in writing, of any changes that the Company, in its sole discretion, may make at any time.

This booklet was prepared for your convenience, and you should use it as an aid in getting to know your Company. Everyone here is anxious to assist you in every way possible. Your supervisor, in particular, is always glad to answer any questions you may have pertaining to your job or the Company.

We hope that you will find our Company to be an enjoyable place to work and that our association will be long and mutually beneficial.

ABOUT THIS HANDBOOK

This Employee Handbook has been issued to you to keep you up-to-date on Long Island Pipe’s workplace policies and benefits for employees. This Handbook is not a contract, express or implied, guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be long-term, either you or the Company may terminate this relationship at any time, for any reason, with or without cause or notice. Please understand that no supervisor, manager, or representative of Long Island Pipe other than the President or the Chief Executive Officer has the authority to enter into any agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered into by the President or the Chief Executive Officer shall not be enforceable unless it is in writing.

Practices and procedures in the field of personnel relations are subject to change and further development in light of experience. For this reason, our policies are regularly reviewed and may be modified from time to time. However, neither supervisory staff nor Personnel Department representatives have authority to alter Long Island Pipe’s personnel policies and procedures as they are described in this Handbook.

None of the policies or benefits described in this Handbook are intended, by reason of their publication, to confer any special rights or privileges upon specific individuals. When changes are made, you will be notified as soon as practicable so that you may keep your copy of the Handbook current.

QUESTIONS OR SUGGESTIONS

If you should have any questions regarding any employment practice or anything in this Employee Handbook, please see your supervisor. Suggestions and ideas are always welcome. Please submit them in writing to your Supervisor.

EQUAL EMPLOYMENT OPPORTUNITY

Long Island Pipe is committed to the principles of equal employment opportunity and to compliance with all federal, state and local laws concerning discrimination in employment. To this end, our Company ensures equal opportunity to all employees and applicants regardless of race, color, religion, creed, ancestry, handicap or disability, age, sex, national origin, veteran status, sexual orientation or other protected classification. The policy of equal opportunity will be observed with respect to all employment practices including, but not limited to, recruitment, job assignment, transfer, company-sponsored training, re-employment, compensation, benefits, promotions, terminations and social and recreational programs.

We believe equal opportunity is not only consistent with good business practices but, more importantly, it is a moral concern and obligation for each of us.

AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) is a comprehensive civil rights law specifically for individuals with physical and mental disabilities. Long Island Pipe offers equal employment opportunities for qualified individuals who may have a physical or mental disability, but are still able to perform the essential functions of the job, with or without a reasonable accommodation.

Reasonable accommodation is available to associates and applicants, as long as the accommodation does not cause undue hardship on the organization. For purposes of the ADA, individuals are considered to have a disability if they: currently have a physical or mental condition that substantially limits their ability to normally conduct a major life function (walking, seeing, hearing, breathing, etc.), they have a history of such an impairment, or they are perceived to have such an impairment. ADA also prohibits discrimination on the basis of an individual's relationship (parent, sibling, child, spouse/significant other, etc.) to someone with a disability.

To the extent State or local laws provide for different or additional benefits, the Company will comply with such laws.

Individuals protected by ADA or other State or local laws should discuss their possible accommodation with their supervisor, or the Personnel Department.

ANTI-HARASSMENT POLICY

Harassment of any kind, including that based on race, national origin, age, religion, sexual orientation, disability, or other legally protected classification will not be tolerated. In particular, it is Long Island Pipe's policy to prohibit harassment of one employee by another employee or supervisor on the basis of sex. The purpose of this policy is not to regulate our employees' personal morality. It is to assure that in the workplace no employee harasses another on the basis of sex.

While it is not easy to define precisely what sexual harassment is, it certainly includes the following:

A. Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature, an explicit or implicit condition of an employee's continued employment, or

B. Making submission to or rejection of such conduct the basis for employment decisions affecting the employee, or

C. Creating an intimidating, hostile or offensive working environment by such conduct.

Any employee who feels that he or she is a victim of sexual harassment or any other type of harassment should immediately report the matter to his/her supervisor, the Personnel Department or the Chief Executive Officer.

All complaints will be promptly investigated. All employees should be aware that the privacy of the charging party and the person accused will be kept confidential to the extent practicable in light of the Company's obligation to conduct a thorough investigation and take appropriate disciplinary measures.

Long Island Pipe will retain confidential documentation of all allegations and investigations to the extent practicable and will take appropriate corrective action, including disciplinary measures when justified, to remedy all violations of this policy.

Retaliation for making any complaint pursuant to this policy will not be tolerated.

IMMIGRATION REFORM AND CONTROL ACT

Long Island Pipe is required to comply with the Immigration Reform and Control Act of 1986 which requires us to attest to the U.S. Government that all persons we hire are legally entitled to work in the United States. In order to comply with this law, we must verify your identity and your right to work in the United States. In order to do this, we are required to examine certain documents as required by governing laws and regulations.

OFFICE HOURS

Office, Warehouse and Driver hours are normally as follows:

Office Hours:

LI NY:	8:00 a.m. to 5:00 p.m.
MA:	6:00 a.m. to 4:00 p.m.
NJ:	7:00 a.m. to 4:00 p.m.
Maspeth:	6:00 a.m. to 3:00 p.m.
MD:	6:00 a.m. to 4:00 p.m.
AL:	7:00 a.m. to 4:00 p.m.
CT:	6:00 a.m. to 4:00 p.m.
Natgroove:	7:00 a.m. to 4:00 p.m.
Albany Pipe & Nipple:	7:00 a.m. to 3:30 p.m.
Lansdale International:	7:00 a.m. to 4:00 p.m.
Brecco Distribution:	7:00 a.m. to 4:00 p.m.
NH:	6:00 a.m. to 3:00 p.m.
Brooklyn:	7:00 a.m. to 4:00 p.m.
RI:	6:00 a.m. to 3:00 p.m.
Neill Supply Co.:	8:00 a.m. to 5:00 p.m.

Warehouse Hours:

LI NY:	See schedule
MA:	6:00 a.m. to 2:30 p.m.
NJ:	7:00 a.m. to 4:00 p.m.
Maspeth:	6:00 a.m. to 3:00 p.m.
MD:	6:30 a.m. to 4:30 p.m.

AL:	7:00 a.m. to 4:00 p.m.
CT:	6:00 a.m. to 4:00 p.m.
Natgroove:	7:00 a.m. to 4:00 p.m.
Albany Pipe & Nipple:	7:00 a.m. to 3:30 p.m.
Lansdale International:	7:00 a.m. to 4:00 p.m.
Brecco Distribution:	7:00 a.m. to 4:00 p.m.
NH:	6:00 a.m. to 3:00 p.m.
Brooklyn:	6:00 a.m. to 4:00 p.m.
RI:	6:00 a.m. to 3:00 p.m.
Neill Supply Co.:	7:00 a.m. to 4:00 p.m.

Driver Hours:

For all locations drivers hours are per manager instructions.

NOTE TO BARGAINING UNIT EMPLOYEES

All employees in a collective bargaining unit covered by a Union Contract must abide by the union contract. In the event of inconsistencies between the Union Contract and these policies and procedures (for union employees only), the provisions in the Union Contract will control.

DRUG POLICY

It is the policy of Long Island Pipe to prohibit the unlawful distribution, dispensation, possession or use of an unlawful controlled substance or intoxicants in our workplace. Any employee reasonably suspected to be under the influence of such substances, or who is involved in or who contributed to an accident involving injury or harm to individuals, property or equipment may be subject to testing (except where prohibited by law). Any employee who violates this prohibition is subject to appropriate personnel action up to and including termination.

ACCIDENT REPORTING

Timely reporting of all accidents is essential for the legal protection of the Company and its employees. Employees must report all accidents to their immediate supervisor within 24 hours, or on the first working day following a weekend or holiday if the accident occurred during that period. At which time an accident report must be completed.

PUNCHING IN AND LATENESS

All employees (including bargaining unit employees) are to punch in on arrival and departure. Lateness not only shows lack of responsibility, but also lack of consideration for your fellow employees who have to cover for you. Continued lateness may be sufficient reason for dismissal.

If an employee cannot report to work, he/she must notify us no later than one (1) hour before his/her starting time with an explanation.

TELEPHONE CALLS

The first impression anyone receives of our Company is the way they are treated on the telephone. Remember be responsive to the caller's needs and treat the caller the way you would want to be treated.

Since the telephone is your link to our business, personal calls must be kept to an absolute minimum and should never interfere with getting your job done. No long distance personal calls should be made from work except in an emergency. Anyone abusing telephone privileges may be barred from receiving and making calls (except for emergencies), as well as other discipline, up to and including discharge.

DIRECTORY ASSISTANCE

DO NOT CALL DIRECTORY ASSISTANCE unless all possible avenues to obtain a given phone number have been exhausted. We have current public telephone books for most of the metropolitan area.

ELECTRONIC COMMUNICATIONS POLICY

I. Policy

It is the policy of the Company to provide or contract for the communication services and equipment necessary to promote the efficient conduct of business.

All business equipment, electronic and computer communications systems, and all communications and stored information transmitted, received, or contained in the Company's information systems are the Company's property and are to be used solely for job-related purposes. To ensure the proper use of communications systems and business equipment, the Company may monitor the use of these systems and equipment from time to time.

The Company strictly prohibits non-job-related uses of its software and business equipment, including, but not limited to, facsimiles, telecopiers and computers. Employees also are prohibited from using codes, accessing files, or retrieving any stored communication without prior clearance from an authorized Company representative. No employee may use a pass code unknown to the Company.

Employees who violate this policy are subject to disciplinary action, up to and including termination.

II. Practice

A. Electronic systems are owned/leased and maintained by Long Island Pipe, and electronic communications are the sole property of the Company. Personal use of electronic systems and the distribution of personal messages by employees are prohibited. Personal software or messages shall not be installed or stored on Company electronic equipment unless approved by the President or the Chief Executive Officer.

B. The Company will, or reserves the right to, monitor the use of electronic systems and to review or inspect all material stored therein. No communications are guaranteed to be private or confidential. Monitoring may take place to prevent excessive personal use by employees, review employee performance, and ensure that all communication is appropriate.

C. The use of personal passcodes, assigned to the employee, is not grounds for an employee to claim privacy rights in the electronic or communications systems. The Company reserves the right to override personal passcodes. Employees may be required to disclose passwords or codes to the Company to allow access to the systems.

D. The Company's prohibition against sexual, racial, and other forms of harassment (see Anti-Harassment Policy) is extended to include the use of electronic and telecommunications systems. Offensive, harassing, vulgar, obscene, or threatening communications are strictly prohibited, as are sexually-oriented messages or images. Communications that may defame or disparage the Company, employees, customers, vendors, or competitors are also prohibited from general publication on any electronic systems.

E. Privileged or confidential material, such as, but not limited to, trade secrets or attorney-client communications, should not be exchanged haphazardly by e-mail, facsimiles, etc.

F. Employees are prohibited from disseminating, printing, or copying copyrighted materials or in any other way violating copyright laws. The electronic posting of copyrighted information is also prohibited, unless the Company or the employee has created the information or owns the rights to it.

G. Outsiders or non-employees are prohibited from using electronic communications to communicate with the Company's employees or the Company for any purpose unrelated to Company business.

H. Employees must be aware of the possibility that electronic messages that are believed to have been erased or deleted can frequently be retrieved by systems experts and can be used against an employee or the Company. Therefore, employees should be cautious and use the systems only in the appropriate manner and consult with systems experts to guarantee that information to be deleted is truly eliminated from the system.

I. Employees should exercise care so that no personal correspondence appears to be an official communication of the Company. Personalized Company stationery and business cards may only be issued by the Company. Employees may not use the Company's address for receiving personal mail or use Company stationery or postage for personal letters.

PERSONAL PROPERTY

Long Island Pipe cannot be responsible for any property left on the premises overnight.

SOLICITATION/DISTRIBUTION

Solicitation by an employee of another employee is prohibited, while either the person doing the solicitation or the one being solicited is on working time.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of this facility is prohibited at all times.

Employees are not permitted access to the Company buildings during off-duty hours.

Solicitation, distribution of literature or trespassing by non-employees on Company premises is prohibited.

LUNCH BREAKS

Unpaid lunch breaks shall occur at the following times:

Office Personnel:	One hour, either 12:00 p.m. to 1:00 p.m. or 1:00 p.m. to 2:00 p.m.
Warehouse Personnel:	See Schedule

Lunch is considered personal time and, as such, is not compensable.

HOLIDAYS

(For Regular Full-time Employees that have completed 6 months of employment)

The office will be closed on the following holidays. To be paid for the holiday, you must work the scheduled workday preceding and following the holiday:

New Years Day	Memorial Day
4 th of July	Labor Day
Thanksgiving	Friday following Thanksgiving
Christmas Day	

(This list shall not apply to employees covered by a Union Contract. In such case the Union Contract shall govern).

OVERTIME

Overtime will only be paid if it is authorized by management beforehand. Overtime at 1½ times the employee's hourly rate shall be paid to hourly/non-exempt employees. You must actually work at least forty hours in the workweek to be eligible for 1½ pay.

DISABILITY INSURANCE

Depending on State law, you may be eligible for short-term statutory disability benefits in the event of a non-occupational accident or sickness, including pregnancy-related disability. Check with the Personnel Department for additional information.

WORKERS' COMPENSATION

If you are injured at work and lost time due to a work-related injury, you may be eligible to receive medical care and payment of a portion of lost income, provided you are under the care of a compensation approved physician. The law in the state where you work regulates your entitlement and amount of benefits.

Employees injured on the job must report their injury to their Supervisor immediately (in no event more than 24 hours from the time of the incident).

PAID VACATION/SICK/PERSONAL LEAVE

After completing one full calendar year of employment, employees accrue the following paid time off, which may be used for illness, personal time, bereavement leave, or vacation time:

<u>If Employed</u>	<u>Time Off Benefit</u>
One complete calendar year as of January 1 st	8 days

2 (two) or more complete calendar
years as of January 1st 16 days

New Employees

New employees hired between January 1st and June 30th of any year will be entitled to only 4 days for that year AFTER completing six (6) month of employment. The following January 1st, the employee will be entitled to six (6) days of paid time off. As of the January 1st AFTER completing one full calendar year of employment, the employee will follow the above accrual schedule.

New employees hired between July 1st and December 31st of any year will not be entitled to any paid time off in calendar the year they are hired, but will be entitled to six (6) days as of January 1st following their date of hire. As of the January 1st AFTER completing one full calendar year of employment, the employee will follow the above accrual schedule.

If an employee (union or non-union) is absent 3 or more consecutive workdays a doctor's note may be required. Whenever possible, all appointments – doctor or otherwise- should be made on employee's time, not on company time,

Excessive absences or lateness, whether with or without pay, may result in disciplinary action up to and including discharge.

Requests for Vacation Time Off

Requests for vacation time off are to be submitted to your supervisor at least thirty (30) days prior to the time for consideration and generally will be granted on a first come first serve basis or seniority (if the requests come in at the same time). Scheduling vacation shall be subject to the discretion of Long Island Pipe.

HEALTH INSURANCE

Full-time regular employees may be eligible for health insurance, with part of the cost absorbed by Long Island Pipe.

Eligible full-time regular employees who were employed prior to January 1, 2007 will be required to pay any increases in the cost of coverage, which will be deducted from the employee's wages.

With regard to eligible full-time regular employees who commenced work after January 1, 2011, Long Island Pipe will pay \$250 per month toward the cost of their health insurance coverage. The employee is responsible for all premiums above that amount, which will be deducted from the employee's wages.

The availability of coverage and the plan are at the discretion of the Company and are subject to termination or change at any time. Coverage is typically evaluated yearly, current costs are based on the plan dated 6/1/2010 to 5/31/2011. Please see the Personnel Department for additional enrollment information and a summary plan description.

PROFIT SHARING AND 401(K) PLAN

In addition to other eligibility requirements in the Plan(s), the employee must be working at least one year before he/she become eligible to participate in either of the above plans. The plan year is January-December. The must be employed in December 31st in order to receive an addition contributions or interest for that year.

Please see the Personnel Department for information and review the summary plan description. The profit sharing and 401(k) plans may be modified or terminated without notice, subject to applicable law.

RAISES AND BONUSES

All raises and bonuses are given at the sole discretion of Management. There are no guarantees of either.

COMPANY VEHICLES

At Long Island Pipe's discretion salespeople will be reimbursed up to \$600.00 per month for a car allowance plus tolls and gas.

EXTENDED HEALTH CARE COVERAGE

This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan when you would otherwise lose your group health coverage. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. This notice gives only a summary of your COBRA continuation coverage rights. For more information about your rights and obligations under the Plan and under federal law, you should either review the Plan's Summary Plan Description or get a copy of the Plan Document from the Plan Administrator.

The Plan Administrator is Long Island Pipe.

COBRA Continuation Coverage

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event.". Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:

- (1) Your hours of employment are reduced, or
- (2) Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:

- (1) Your spouse dies;
- (2) Your spouse's hours of employment are reduced;

- (3) Your spouse's employment ends for any reason other than his or her gross misconduct;
- (4) Your spouse becomes enrolled in Medicare (Part A, Part B, or both);or
- (5) You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:

- (1) The parent-employee dies;
- (2) The parent-employee's hours of employment are reduced;
- (3) The parent-employee's employment ends for any reason other than his or her gross misconduct;
- (4) The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
- (5) The parents become divorced or legally separated; or
- (6) The child stops being eligible for coverage under the plan as a "dependent child."

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or enrollment of the employee in Medicare (Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event within 30 days following the date coverage ends.

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator. The Plan requires you to notify the Plan Administrator within 60 days after the qualifying event occurs. You must send this notice to: Personnel Department at 586 Commercial Avenue, Garden City, NY 11530, phone number: (800) 645-3855

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that Plan coverage would otherwise have been lost.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. This notice should be sent to: Personnel Department at 586 Commercial Avenue, Garden City, NY 11530, phone number: (800) 645-3855

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. In all of these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to: Personnel Department at 586 Commercial Avenue, Garden City, NY 11530, phone number: (800) 645-3855

If You Have Questions

If you have questions about your COBRA continuation coverage, you should contact the Long Island Pipe Personnel Department or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at <http://www.dol.gov/ebsa>.

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator. Internal Revenue Service Sample Notice

FAMILY AND MEDICAL LEAVE

Family and Medical Leave Act leave is only available to employees employed at a work sites that have 50 or more employees within a 75-mile radius. In addition, in order to be eligible for family leave, you must have worked at least 1,250 hours regularly during the preceding 12-month period. Furthermore, the Company will require a physician's certification of the reason for the leave based on a serious health condition.

Under the Family and Medical Leave Act, eligible employees are entitled to up to 12 weeks of leave per year for birth of a child or placement of a child for adoption or foster care. Leave may also be taken by eligible employees in order to care for a minor child, dependent son or daughter over 18 years of age, spouse or parent who has a serious health condition. Finally, leave is available to an employee who because of a serious health condition, is unable to perform the functions of his or her position. The leave period is unpaid, but the Company will maintain your health insurance benefits during the leave and will reinstate you at expiration of the leave.

To the extent State or local laws provide for different or additional benefits, the Company will comply with such laws.

Further information about FMLA leave or other state or local leave laws can be obtained from the Personnel Department.

**2011 EMPLOYEE HANDBOOK RECEIPT AND
ACKNOWLEDGMENT**

I understand that the Employee Handbook contains employment and benefits information only and is no way to be interpreted as a contract between Long Island Pipe Supply, Inc. and me. I also understand that no supervisory or management employee has any authority to make any statements to the contrary. I further recognize that the Company reserves the right to modify or delete any of the policies contained therein and to add additional policies without notice at any time.

In a similar respect, I am free to voluntarily resign at any time and the Company may terminate my employment or change the terms and conditions of my employment at any time, for any reason, with or without cause, notice or liability.

If I have any questions or if there are parts of this policy that I do not understand, I will immediately seek clarification.

EMPLOYEE'S NAME _____
(Please Print)

SIGNED _____

DATE _____