

# WELCOME TO E LIGHT ELECTRIC SERVICES, INC.

#### **PURPOSE**

Our goal as a company is to create a relationship of mutual trust and respect that will allow us to be the best electrical contractor.

We are dedicated to providing the best work environment possible. Our greatest asset in this company is our employees, and we encourage you to communicate with us on an ongoing basis.

## **USING THE EMPLOYEE MANUAL**

This manual is not a contract or a promise of employment, and does not create anything legally enforceable. It is merely a condensed guide to various policies and procedures of E Light Electric Services, Inc.

E Light Electric Services, Inc. reserves the right, with or without cause, to terminate the employment of any employee at any time with or without cause or notice. You have that same right. No representative of E Light Electric Services, Inc., other than the President, has authority to enter into any employment agreement. Any employment agreement entered into by the President must be in writing.

The President has the right to change the policies and procedures of E Light Electric Services, Inc. in accordance with the needs of E Light Electric Services, Inc. without notice.

The President is solely responsible for the final interpretation of these policies and procedures as they apply to any and all situations. Any questions concerning these policies should be directed to your supervisor or human resources.

The information contained in this manual is the most current at this time and supersedes all previous written and oral policies and procedures for E Light Electric Services, Inc.

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

E Light Electric Services believes in freedom of opportunity for every individual to work at a job for which he/she qualifies on merit. Accordingly, E Light Electric has adopted a policy of equal employment opportunity for each employee and applicant. Under the policy, the employment of individuals and their job assignments, transfers, and promotions are determined by matching the requirements of an open position with the candidate's skills and qualifications without regard to race, color, religion, national origin, age, sex, disability or any other protected class under relevant federal, state, or local law, unless there is a bonafide occupational qualification requirement. This policy of nondiscrimination intends to comply with employment practices and procedures including recruiting, hiring, training, education, compensation, benefits, promotion, transfer, layoffs, and terminations.

#### TERMINATION OF EMPLOYMENT

## **Voluntary Termination**

Voluntary termination is a formal resignation from the job or the result of extended absence without notifying the supervisor. A formal voluntary resignation may be communicated either verbally or in writing.

If an employee is absent for two or more days without notifying his or her supervisor, we will consider that the employee has voluntarily terminated his or her employment with E Light Electric.

Terminating employees must return all property to their supervisor. Final checks are issued on the next regularly scheduled payday.

# **Involuntary Termination**

Involuntary termination may occur through management initiative, as a result of a reduction in force, violation of work rules/policies, if an employee's performance or conduct is not satisfactory and will be conducted in accordance with PLA and Master Agreement.

#### HOURS OF WORK

Hours of work for this project and overtime understandings are as defined in the PLA and Master Agreement. HOURS OF WORK

Our product at E Light Electric is service, and both your presence and promptness are instrumental to offering our clients the best service available.

Work weeks are from Monday through Sunday. All time sheets are due by noon on Monday for the previous work week and paydays are every Friday. Direct Deposit is highly encouraged. NOTE: If a holiday falls on a Monday, all timesheets should be turned in by the end of the day on the previous Friday. In the event that this is not possible, you may turn them in NO LATER than the following Tuesday by 9:00 am.

## NOTIFICATION OF ABSENCE OR TARDINESS

If you are absent from work for any reason, you must personally notify your supervisor at the beginning of your workday or as soon after as possible on the day of the absence. Do not call the office and leave a message. Call or email your supervisor directly. If you are absent for more than one day, you must report your absence daily unless you have made arrangements with your supervisor. If while at work you become ill or a family emergency arises and you have to leave, you must report this and your anticipated time of return to your supervisor before you leave. Absences for personal business reasons generally are not considered emergencies and must be scheduled at least two weeks in advance.

You are also expected to arrive on time for work, both in the morning and after lunch, at your designated job site or work assignment. If you will be late you must inform your immediate supervisor of your anticipated arrival time. Chronic or excessive tardiness or absence will not be tolerated. In some cases, a doctor's statement may be required prior to returning to work.

More than two absences or tardies in a period of 6 months may lead to disciplinary action. Employee's attendance record is considered a prime ranking evaluation for consideration in reduction of force lay offs.

## WORK RULES AND CORRECTIVE ACTION

An employee's conduct is a major factor affecting the health and growth of the Company. It is also an important aspect of the Company's image within the community.

When management finds an employee's performance is unsatisfactory or an employee's conduct is unacceptable, disciplinary action may be taken. The discipline may range from informal discussion with the employee to immediate discharge, depending on the Company's opinion of the seriousness of the situation and will be conducted in accordance with PLA and Master Agreement. Any action taken by management in an individual case should not be assumed to establish a precedent in other circumstances.

#### **DISCRIMINATION AND HARASSMENT**

#### **Prohibition against Discrimination and Harassment**

E Light Electric has zero tolerance for unlawful discrimination, including harassment and sexual harassment. Employees who violate the policy will be disciplined up to and including termination.

E Light Electric prohibits discrimination and strongly believes that employees and applicants for employment should be treated without regard to race, color, sex, religion, national origin, age, disability, veteran status or any other status protected by state or local law. This applies to all employment practices, including recruiting, hiring, pay, performance reviews, training and development, promotions and other terms and conditions of employment. Discrimination or harassment of an E Light Electric employee, whether by another employee, supplier, vendor, client or customer, will not be tolerated.

E Light Electric prohibits harassment and will not tolerate any form of harassment, joking remarks or other abusive conduct (including verbal, non-verbal, or physical conduct) that demeans or shows hostility toward an individual because of his/her race, color, sex, religion, national origin, age, disability, veteran status or any other protected status, or that creates an intimidating, hostile or offensive work environment, unreasonably interferes with an individual's work performance or otherwise adversely affects an individual's employment opportunities.

E Light Electric prohibits sexual harassment and is firmly committed to maintaining a positive working environment for all employees, whether male or female. Sexual harassment is prohibited because it may be intimidating, an abuse of power, and is inconsistent with E Light Electric's policies, practices and management philosophy. Sexual harassment is prohibited whether it occurs between persons of different genders or the same gender.

#### **Definition of Sexual Harassment**

The Company strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

Submission to such conduct is made explicitly or implicitly a term or condition of employment.

Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.

Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

## **Examples of Sexual Harassment**

Verbal harassment, including jokes, comments, propositions or threats relating to sexual activity, body parts, or other matters of a sexual nature.

Non-verbal harassment, including staring at a person's body in a sexually suggestive manner, sexually related gestures or motions and/or circulating sexually suggestive material.

An employment decision (including promotion, demotion, compensation, scheduling) made by a supervisor based on the employee's submission to or rejection of sexual conduct.

Submission to sexual conduct as an implicit condition of getting or keeping a job.

Conduct that denigrates or shows hostility or aversion to a person because of his/her gender and creates an intimidating, hostile or offensive work environment.

Any other sexual conduct that unreasonably interferes with another person's work performance or creates an intimidating, hostile or offensive work environment or adversely affects another person's employment opportunities.

#### Scope of this Policy

All employees are required to adhere to E Light Electric's policy prohibiting discrimination, harassment and sexual harassment while on E Light Electric's or a client's premises, engaging in work-related activities, attending company-sponsored training or other functions, and attending non-company activities when conduct at these activities would affect the work environment.

## Reporting Harassment

An employee who feels subjected to discrimination, harassment or sexual harassment should immediately report it to their supervisor, to the human resources manager, or to the President. E Light Electric will conduct an objective investigation based on the facts presented. If the results of E Light Electric's investigation warrant disciplinary action, such action will be taken against the person violating the policy, ranging from a warning to termination. E Light Electric prohibits retaliation against those who use the complaint procedure described above, or who provide statements or information during a company investigation.

# Your Responsibilities

It is the responsibility of every employee to prevent discrimination and harassment. Management or supervisory employees who witness or receive informal or formal reports of discriminatory or harassing behavior are required to take appropriate action, including immediately reporting such behavior to the President. Management and supervisory employees who fail to promptly report such behavior may be subject to discipline.

#### ADA ACCOMODATION

The Company will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the Company. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination and access to benefits and training.

## ON THE JOB INJURY OR ILLNESS

As stated in our safety manual, all injuries that occur on the job must be reported to your supervisor immediately. As an employee, you are insured for work related injuries or illnesses covered under the Worker's Compensation Laws as required by state. Detailed reports must be filed with the state, therefore the supervisor on the job and the safety manager must be notified with detailed and accurate information within 4 working days of a work related injury or illness. If you have any type of work related injury, you will be required to submit to a drug screening, this may include minor first aid injuries.

E-Light Electric has a separate drug and alcohol policy. All employees are expected to adhere to that policy. See the Human Resources Manager for further information.

#### CONFIDENTIALITY

In order to protect the interests of the company, all employees must be extremely careful in the handling and dissemination of company information; this would include information regarding our customers and vendors as well. All employees are responsible for maintaining company security and must avoid security violations, such as premature disclosure of company plans or unnecessary dissemination of information, which might result in loss of competitive advantage or which might damage public or employee relationships. Employees will be subject to discipline up to and including termination if the company feels any company information has been inappropriately disclosed.

#### **FAMILY AND MEDICAL LEAVE**

## **Eligibility for Leave**

Any employee, who has been employed by E Light at least twelve months and has worked at least 1,250 hours during the twelve months preceding the commencement of a leave of absence, may be eligible for unpaid family or medical leave of absence if certain conditions are met. An employee (except for certain highly compensated employees) will be returned to the same or equivalent position subject to the rules of FMLA.

An employee must meet one or more of the following reasons to be eligible for leave:

#### **Medical Leave**

- The inability of the employee to perform the functions of his or her position due to a serious health condition.
- Pregnancy, prenatal medical care or child birth.

## **Family Leave**

- Father's attendance at birth of child
- Parent's care of a newborn child, if within twelve months after birth.
- Placement of a child with the employee for adoption or foster care, if within twelve months after placement.
- Care for a spouse, child under 18 years or disabled, or parent of the employee who has a serious health condition.

# **Military Family Leave**

 Any qualifying exigency if the employee's spouse, son, daughter or parent is on active duty or has been notified of an impeding call or order to active duty in the Armed Forces.

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12 week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Eligible employees may also take up to 26 weeks of leave to care for a covered servicemember during a single 12 month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard

or Reserves, who has a serious injury or illness incurred in the line of duty on active duty. The injury or illness must make the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

#### Length of Leave

With the exception of caring for a service member as explained above, each employee may be granted an unpaid family or medical leave for a period up to 12 work weeks per rolling year. Where both spouses work for E Light, the spouses combined are limited to 12 work weeks of leave for the birth and care of a newborn, adoption of a child or to care for a parent with a serious health condition unless the serious health condition of the employee or that of the employee's spouse or child necessitates the leave.

For the purpose of FMLA, the company uses the "looking forward" year, meaning that FMLA leave will begin being calculated on the first day of an FMLA absence and look forward 12 months.

Employee must use any earned vacation days at the beginning of any family or medical leave of absence. However, this does not extend the leave of absence period. Vacation days will not accrue during the leave.

Employees who give unequivocal notice that they do not intend to return to work lose their entitlement to FMLA leave.

Employees who are unable to return to work and have exhausted their 12 weeks of FMLA leave in the designated "12 month period" no longer have FMLA protections of leave or job restoration.

#### **Benefits During Leave**

An employee on an unpaid family or medical leave of absence will be retained on E Light's health plan on the same condition as active employees, except the employee must make arrangements with the accounting department for payment of the employee's portion of the premium, if applicable. If the employee were on paid leave, appropriate deductions would be made from the employee's paycheck. The employee will not accrue any employee benefits during the period of the leave.

 In the event an employee fails to return from family or medical leave, the employee will be liable for premiums paid by the employer to maintain insurance coverage unless:

- The employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or a family member; or
- The failure to return stems from circumstances beyond the control of the employee.

#### Miscellaneous Leave Circumstance and Conditions

If the necessity for the leave is foreseeable, the employee should notify E Light of the request for leave within 30 days prior to such leave. In any case, notice is required as soon as practicable. If the leave is foreseeable based on a planned medical leave, the employee also must make a reasonable effort to schedule the treatment so as not to unduly disrupt company operations. If the leave is not foreseeable, the employee is expected to give notice to the employer of the need for family or medical leave as soon as practicable under the circumstances.

All requests for leave must be submitted in writing and be accompanied by appropriate documentation, to verify the reasons for the leave. Any request for leave based on a serious health condition, whether it involves the employee or a family member, must be made in a timely manner and be supported by medical certification with information such as the date the condition commenced, the probable duration of the condition and appropriate medical facts relating to the condition.

If the leave stems from an employee's medical condition, the medical certificate must specify the employee is unable to perform the functions of his or her job, including the duration of such work restriction. For leaves stemming from the medical condition of a family member, the medical statement must clearly specify the employee is needed to care for the family member. In all cases of leave for a serious health condition, E Light reserves the right to request a second and possibly third medical opinion at company expense. Failure to provide notification and appropriate medical certification in a timely manner may result in delayed approval, or denying leave altogether.

#### **Return from Leave**

An employee (except for certain highly compensated or key employees) returning from leave will be reinstated to the same or equivalent position upon the employee's return to work. Subject to the rules of FMLA, medical certification is required verifying an employee's ability to return to work. Failure to return to work on the day after the expiration of leave may result in termination of employment.

In addition to denying reinstatement in certain circumstances to "key" employees, employers are not required to continue FMLA benefits or reinstate employees

who would have been laid off or otherwise had their employment terminated had they continued to work during the FMLA leave period as, for example, due to a general layoff.

#### Reduced Work Schedule / Intermittent Leave

In a limited circumstance as described below, an employee who is eligible for family or medical leave may be permitted to work a reduced schedule or receive periodic time off from work. In cases of a serious health condition of the employee or a family member, such leave may be permitted in circumstances when it is medically necessary. Appropriate medical certification will be required. However, where a reduced work schedule or intermittent leave is foreseeable based on planned medical treatment, E Light reserves the right to temporarily transfer the employee to a comparable position that better accommodates the employee's recurring periods of leave, without loss of pay or benefits.

In other cases in which employees are eligible for family or medical leave, such as pregnancy disability and childcare, adoption or placement of a child, E Light may review the individual circumstances involved in considering reduced schedule or intermittent leave requests.

Any permitted time-off based on a reduced work schedule or intermittent leave will be treated in the same manner as absences under the family and medical leave policy and such absences will be applied against the leave permitted under such policy.

#### **Employee Responsibilities**

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job function; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. In some cases, short term disability paperwork that is processed through the Company will suffice as initial certification. The Company may require second and third medical opinions at the Company's expense. Documentation confirming family relationship, adoption or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Company's attendance guideline. Employees on leave must contact the

Human Resource Manager at least two working days before their first day of return.

# The Company's Responsibilities

The Company will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employee's rights and responsibilities. If they are not eligible, the Company will provide a reason for the ineligibility.

The Company will inform employees if leave will be designated as FMLA protected and the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA protected, the Company will notify the employee.

#### Unlawful Acts

FMLA makes it unlawful for the Company to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Company.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

If you believe that there has been a violation of these policies, please immediately report that to an Officer of the Company who will promptly investigate. The Company prohibits retaliation against an employee for exercising his or her rights under this Policy and/or for reporting that a violation may have occurred.

## **HOLIDAYS**

Holidays shall be determined in accordance with the PLA and the Master Agreement for this project.

#### WHISTLEBLOWER PROTECTION

E Light Electric Services prohibits its employees, contractors, subcontractors or other agents from discriminating in the terms and conditions of employment with respect to employees who:

Provide information to or assist in any investigations with company supervisors or investigators in regards to reported fraudulent activity, theft or suspicious activity.

File, testify, participate in, or otherwise assist in any proceedings currently filed or to be filed involving alleged violations of company safety rules, fraudulent activity, theft or suspicious activity.

If you suspect fraud, theft, or suspicious activity, please call 1-800-536-5084 and ask for President/CEO, Vice President of Finance, or Human Resources.

#### SEARCHES

The Company reserves the right to conduct inspections. Cooperation in the conduct of inspections is required as a condition of employment.

Employees on the Company's premises, at a worksite, or in a Company vehicle are subject to questions and search at the Company's discretion. The Company reserves the right to inspect personal items, such as lunch pails, toolboxes, thermoses, purses, vehicles, etc., carried by individual employees or brought to company premises or worksite. If you have personal items that you would not like subjected to such inspection, these items *should not be brought onto Company premises or worksites*. A search can also include Company property such as, Company vehicles, lockers, desks, filing cabinets, computer files, E-mail, and Voice-mail.

A Company-initiated search does not necessarily imply an accusation of theft or that an employee has broken a rule. Employees refusing to cooperate with or submit to search will be subject to termination.

#### IMPAIRMENT OR SUSPICION OF IMPAIRMENT

In order to maintain a safe working environment, E Light Electric employees shall report to work prepared to perform their job duties safely and efficiently. Employees shall not report to work smelling of the odor of alcohol or marijuana. Supervisors who observe employees demonstrating signs of intoxication, the odor of alcohol or marijuana, or inability to perform their work safely and efficiently shall counsel the employee and determine the appropriate action. The construction industry is hazardous and requires employees to be focused, mentally prepared for work and capable of making sound judgment decisions and physically able to perform their job assignments. Employees that are not capable of the above, endanger themselves and their coworkers.

Work tasks will be defined in installation plans and distributed in writing. Employees shall make installations according to installation plans. Changes to installation procedures must be approved by the superintendent and issued in writing. Goals for production will be issued daily with installation plans. Failure to follow installation plans may result in disciplinary action. An employee who causes production goals to be missed may be subject to disciplinary action.

#### **ACKNOWLEDGMENT OF RECEIPT**

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND:

- THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE COMPANY'S GUIDELINES.
- THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK. THE COMPANY THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.
- NO REPRESENTATIVE OF E LIGHT ELECTRIC SERVICES, OTHER THAN THE PRESIDENT / CEO OF THE COMPANY, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT. WE HAVE ENTERED INTO AN AGREEMENT UNDER THE PLA AND THE MASTER AGREEMENT LIMITED TO THE AREA AND DURATION OF THIS PROJECT

EMPLOYEE PRINTED NAME	DATE
EMPLOYEE SIGNATURE	-

PLEASE CONTACT HUMAN RESOURCES WITH ANY QUESTIONS