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## **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, genetic information, military service, 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.

The company has established affirmative action programs to promote the employment and advancement of women and minorities. In addition, these programs cover Veterans of the Vietnam Era, Special Disabled Veterans, other eligible Veterans, as well as the disabled.

We seek applicant referrals from our current employees.

## **AFFIRMATIVE ACTION STATEMENT – CONTRACTOR**

It is the ongoing policy and practice of E Light Electric Services, Inc. to provide equal opportunity in employment to all employees and applicants. No person shall be discriminated against in any condition of employment because of race, color, national origin, sex, religion, age, genetic information, disability, veteran status or any other status protected by applicable law.

The policy of equal employment opportunity (EEO) shall apply to all terms, conditions, and privileges of employment, including hiring, probation, testing, training and development, promotion, transfer, compensation, benefits, educational assistance, termination, layoffs, social and recreational programs, and retirement. E Light Electric Service, Inc. is committed to making employment decisions based on valid requirements, without regard to race, color, national origin, sex, religion, age, genetic information, disability, veteran status or any other status protected by applicable law. E Light Electric Service, Inc. will analyze its personnel actions rigorously to ensure compliance with this policy.

E Light Electric Service, Inc. will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

E Light Electric Service, Inc.'s EEO Coordinator is Roseanne Mullis the Director of Human Resources at the E Light Electric Service, Inc.'s facility located at 361 Inverness Dr. South, Ste. B. Englewood, Co. 80112, 303-754-0001. Roseanne is responsible for compliance with state and federal EEO laws and affirmative action regulations. She is also responsible for implementing the E Light Electric Service, Inc.'s Affirmative Action Plan (AAP), including equal employment practices, monitoring, and internal reporting. If you believe you have not been treated in accordance with this policy, please contact the EEO Coordinator. Our AAP for Veterans and Disabled is available to you in her office during regular office hours or by appointment. All employees and applicants for employment are protected, by both company policy and equal employment opportunity/affirmative action regulations and by law, from coercion, intimidation, interference, or discrimination for filing a complaint or assisting in an investigation.

E Light Electric endorses the policy of equal employment opportunity and asks for your assistance and support in maintaining an environment that reflects E Light Electric Services, Inc.'s commitment to equal and affirmative action. All personnel with responsibility for employment and personnel decisions are directed to perform their duties in accordance with this policy.

Perry Herrmann

## **PROOF OF ELIGIBILITY TO WORK IN THE UNITED STATES**

All employers are required by Federal law to verify employee identity and eligibility to work in the United States. You will be required to complete Federal Form I-9, Employment Eligibility Verification Form upon commencing employment. Should you fail to provide proof of eligibility to work in the U.S. to E Light Electric, you will not be permitted to work until furnishing such proof. If you do not provide proof within 3 days, employment will be terminated.

E Light Electric utilizes the Department of Homeland Security's "E-Verify" system to verify work eligibility based on the information you provide to us on the I-9 form. This system electronically verifies that you are legally eligible to work in the United States.

The E-Verify system will either send back a response that you are legally eligible to work, or it will respond that there is a discrepancy in the information provided by you and government databases. If E-Verify reports a discrepancy, E Light will provide you a letter in which you may contest the discrepancy. If you choose to contest the discrepancy, you have eight (8) business days to reconcile the discrepancy with the government entity that provided the information. E Light Electric will provide you a referral letter to either the Social Security Administration or the Department of Homeland Security to resolve the matter.

If you do not contest the discrepancy, you voluntarily give up your employment with E Light Electric. In the event there is a final non-confirmation due to non-contest or a negative result after the employee contests, employment will be terminated.

## **REFERENCE CHECKING**

We believe it to be a good business policy to thoroughly check candidates' employment references. This may include personal and professional references, as well as background, credit, criminal or academic records. Misrepresentation or falsification with regard to references or employment history are taken seriously by the company and constitute grounds for discipline, discharge or offer withdrawal. We may check references, background or DMV records before or during the course of employment.

### **Post-Employment Reference Policy**

The company will provide prospective employers with the dates of employment, final job position, and will verify the final salary of a former employee. All requests for employment references must be forwarded to Human Resources for response.

If the former employee is requested to provide a prospective employer with additional information by way of reference, the employee must sign a release that holds the company harmless from any statements or documents published related to that reference.

## **TERMINATION OF EMPLOYMENT**

### **Resignation**

Employees may resign their positions at any time; however, we request that employees provide notice either verbally or in writing whenever possible. Resigning employees must return all company property to their supervisor. Final paychecks are issued on the next regular payday or as required by state law.

### **Job Abandonment**

Employees who are absent from work without contacting their supervisor for two or more days will be considered to have abandoned their job. E Light will treat the job abandonment as a resignation and will issue the final check on the next regular payday or as required by state law.

### **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 or any other reason as determined by management.

## **JOB LOCATION**

E Light Electric Services may have work available throughout Colorado and other states that may require travel and may be a part of the job requirement.

You may be asked to report to construction projects that are anywhere in the Denver and Colorado Springs metropolitan area that may cause potential travel back and forth from these areas. There will be no pay differential offered or travel pay or per diem paid for job assignments in the Denver and Colorado Springs area unless approved by manager.

You are required to notify Human Resources in writing within 5 working days if any of the conditions of your health change, physical abilities, life circumstances or any other factor change that may affect the ability for you to work at a jobsite assigned to you. You are required to notify your direct supervisor of any circumstances which may preclude you from performing the duties and requirements of the position you are assigned or that would cause you to suffer hardship based on the project location and/or task assignment.

Failure to notify Human Resources may result in the potential loss of employment, restriction of job assignment, suspension and could adversely affect potential unemployment benefits under Colorado Law. It is your responsibility, according to company policy, to report to Human Resources any condition that will cause a change your ability to work on a project location.

## **JOB ATTACHED LAYOFF**

In the event a gap between jobs occurs, the Company will place the employee on a job attached layoff. Employees will be provided with the anticipated duration before the next assignment will begin, when possible. During this time, the Company will continue the employee's health benefits. The employee will be required to pay his or her portion of the premium either through an authorized payroll deduction authorization or separate check.



## **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 schedules, lunch periods, and breaks are determined by your supervisor.

Overtime is required as determined by your supervisor who will attempt to provide as much notice as practical. If overtime is deemed mandatory and you fail to work this overtime it may result in disciplinary action up to and including termination of employment.

Colorado non-exempt hourly employees, as determined under the Fair Labor Standards Act, receive overtime pay at one and one half times the regular hourly rate for time worked over 40 hours in one week. For California rules, please see the Addendum..

Employees are expected to record all time worked on their timesheets or electronic timekeeping system.

The workweek for overtime purposes begins on Monday at 12:01 a.m. and ends on Sunday at midnight. 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.

## **Attendance**

Construction is a schedule driven industry and our projects are completed successfully due to a team effort. Attendance is critical for all employees as an absence creates a missing part of the team which will create a situation requiring additional effort and cost to complete the required work for the day. E Light Electric Services monitors absences and partial work days. Two absences or partial worked days in a six month period will cause a record review. Management will determine on a case by case basis any action that may be required during this review. Possible actions may include reassignment, reduced rank, counseling session and possible termination.

## **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. Any action taken by management in an individual case should not be assumed to establish a precedent in other circumstances.

## **TEMPORARY EMPLOYEES WORKING THROUGH AN AGENCY**

Temporary employees working through an Agency do not qualify for holiday pay, paid time off (PTO) or any other company benefit.

# **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, sexual orientation, genetic information 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 has the purpose or effect of unreasonably interfering with another person's work performance or creating an intimidating, hostile or offensive work environment or adversely affecting another person's employment opportunities.

## **Scope of this Policy**

All employees, including temporary contracted 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, while engaging in work-related activities, or while attending company-sponsored training or other functions, and when attending non-company activities when conduct at these activities would affect the work environment.

## **Reporting Harassment**

An employee who believes the EEO or anti-harassment policies have been violated immediately report it to their supervisor, to the human resources manager, or to the President. E Light Electric will conduct a prompt, thorough 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, including temporary contracted employees, to prevent discrimination and harassment. All employees have a role in prevention. Management and 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, Religious, and Pregnancy Accommodation (Colorado Only)**

The Company will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the Company or cause a direct threat to health or safety. The Company will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the Company. The Company will make reasonable accommodation to otherwise qualified employees due to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth absent undue hardship.

## **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. Employees are covered for work related injuries under Worker's Compensation. Employees may select from one of two medical providers we have designated to treat the injury.

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

## **REVIEWS AND EVALUATIONS**

Performance reviews and evaluations typically occur on an annual basis or more frequently as to be determined by your supervisor or the Company. Performance evaluations will give an opportunity to provide valuable information to both the employee and their supervisor while evaluating and identifying both strengths and weaknesses.

## **CONFIDENTIALITY**

In order to protect the interests of the company, all employees must be extremely careful in the handling and dissemination of company business information; this would include information regarding our customers and vendors as well. Company business information and data shall be afforded protection commensurate with its nature. Any non-public, technical or business related information, contained in either written or computerized form regarding the operations of the company is considered "Company Confidential." No employee should make personal use of or disclose to an unauthorized third-party any such information without approval of the department head responsible for the information. Identifiable medical information, medical reports and other similar information involving an individual's right to privacy are confidential and governed by statutory law. 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 relationships. Employees must safeguard the Company's confidential information essential to the conduct of our business. Information should be shared only with those with a legitimate right to know. Confidential information obtained through employment with the Company shall not be used for the furtherance of any private interest, personal gain, or third-party benefit. Employees will be subject to discipline up to and including termination if the company feels any company information has been inappropriately disclosed.

## INFORMATION TECHNOLOGY

The company reserves the right to monitor, intercept, and/or review all data transmitted, received or downloaded over, but not limited to voicemail, telephone, computer, network, email, internet and wireless (cell phones) systems.

### E LIGHT LOCK OR LOGOFF POLICY

Employees must lock or logoff any devices to prevent unauthorized access to company systems and/or information when leaving a computer, server, mobile device, or other computing device unattended.

Automated lock or logoff: All computers will be secured with an automated password protected screen saver that will take effect after 15 minutes of inactivity. If a user plans to be away from their machine, the user should log off the computer when possible. Mobile devices must be secured with a passcode/pattern lock that will take effect after no more than 2 minutes of inactivity.

Purpose: To prevent unauthorized access to unattended computing devices and to comply with customer confidentiality requirements.

Scope/Applicability: This policy is applicable to all employees who use computing devices in conjunction with any company computer, data, or network.

Responsible Department: Information Technology will maintain computing device policies and standards for safe computing. IT will also set the initial lock on employee systems. However, it is up to the individual employees to maintain the lock and not remove it.

Enforcement: It is up to the supervisors to ensure employees follow policy and keep systems locked. IT will also verify periodically for compliance.

Analysis: Employees are prohibited from deleting business-related data, including text messages, contacts, instant messages, etc. from their device without prior authorization from E Light Electric, Inc. Employees may be required to surrender their device to the company upon demand. Therefore, employees should not consider that their use of the company-owned device is private.

### EMPLOYEE SUGGESTIONS

E Light Electric welcomes suggestions for continued improvement. If you have suggestions for a better way to do your job or meet customer needs, we encourage you to discuss this with your supervisor or to put them in writing and submit them to the division/department vice president. Any suggestions, innovations, inventions, or other matters created by you on work time or with company tools or property are considered to be the intellectual property of the company.

## **FAMILY AND MEDICAL LEAVE**

### **Eligibility for Leave**

Any employee, who has been employed by E Light for at least twelve months and has worked at least 1,250 hours during the twelve months preceding the commencement of leave are eligible. 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 impending 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 Armed Forces, National Guard or Reserves 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 service member 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 is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

\*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."

## Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## Length of Leave

The maximum time allowed for FMLA leave is either 12 weeks in the 12-month period as defined by the Company, or 26 weeks as explained above.

Except in the case of leave to care for a covered service member with a serious illness or injury, an employee's FMLA entitlement is limited to 12 workweeks of leave during any 12-month period. The company uses the 12-month period measured forward beginning on the date an employee's first FMLA leave begins. The next 12-month period begins the first time FMLA leave is taken after completion of any previous 12-month period.

Employee must use accrued PTO at the beginning of leave. However, this does not extend the leave of absence period. FMLA leave is without pay when paid leave benefits are exhausted. PTO days will not accrue during the leave.

If an employee gives unequivocal notice of intent not to return to work, our obligation to maintain health benefits (subject to COBRA requirements) and to restore the employee ceases.

## 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 is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the Company for payment of insurance premiums during leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave. Holidays, funeral leave, or employer's jury duty pay are not granted on unpaid leave.

## Employee Responsibilities

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 and generally must comply with the Company's normal call-in procedures. 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.

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 functions; 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.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. 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 Resources Manager at least two days before their first day of return.

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 substantially 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.

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**

An employee does not need to use FMLA leave in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Company's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

## **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.

### PERSONAL DATA CHANGES

It is the obligation of every employee to provide the HR/payroll department with their current mailing address and telephone number. Employees must also inform the HR/payroll department of any changes to their marital status, tax withholding, and dependent address/status.

## **MERIT SHOP PHILOSOPHY**

E Light Electric believes in the “Merit Shop” approach to the free enterprise system. “Merit Shop” is employment where employees have the right to achieve success based on their skills, energy and desire. As a valued employee of E Light Electric, you should be able to look to the company for individual recognition, fair treatment, challenging employment and the opportunity to improve yourself. You are always free to discuss anything of interest or importance directly with your supervisor or a member of the Human Resource Department. These individuals have the responsibility to assist you in understanding and succeeding at E Light Electric Services.

## **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. It is not acceptable to leave a message in the E Light Electric general mail box. 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 reasons generally are not considered emergencies, and it is preferred that you schedule this at least two weeks in advance, or it may not be approved.

The management of E Light Electric may request a doctor's certification or other documentation of an absence if time missed is perceived to be excessive or to be an unacceptable pattern of illness days. All documentation provided may be subject to verification. In some cases, a doctor's certification regarding ability to return to work may be required prior to returning to work.

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 and be ready to work. 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.

## **HOLIDAYS**

The following holidays are currently recognized as paid holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Fourth of July	Christmas

Holiday pay is considered eight hours of regular rate of pay. You must work eight (8) hours before and the day after the holiday to be eligible for holiday pay.

Any employee with an unexcused absence the day before or the day after the holiday will not be paid for that holiday. If your absence was pre-approved you may be allowed the holiday pay, however, a written authorization for the absence must be turned in to Human Resources prior to the holiday for the absence to be considered excused. Holiday pay will not be paid for anyone on any type of leave such as disability, FMLA, or job attached layoff. If a holiday falls on a Saturday, the day prior (Friday) will be observed as the holiday. If the holiday falls on Sunday, the day after (Monday) will be observed.

## **TEMPORARY “SEASONAL” EMPLOYEES**

Temporary “Seasonal” employees such as summer interns will not qualify for holiday pay. Seasonal employees will, however, accrue paid time off (PTO) at a rate of .01923 hours for every hour worked and may use any accrued time towards the holiday.

## **TEMPORARY EMPLOYEES WORKING THROUGH AN AGENCY**

Temporary employees working through an Agency do not qualify for holiday pay, paid time off (PTO) or any other company benefit.

## **WORKING ON A HOLIDAY**

### **Hourly / Non-Exempt:**

Hourly employees receive time and one-half for work on Saturdays, Sundays, holidays or regular days of rest or on the sixth or seventh day of the workweek.

Hourly employees receive 8 hours of holiday pay if they worked both the day before and the day after the holiday or have requested in advance an approved day off for those days.

### **Salaried / Exempt:**

Salaried employees who work during a holiday and have not requested approval to work the holiday will be paid holiday pay only for that day and not for any hours worked. Employees who have made pre-arrangements to work a holiday? or are required to work during a holiday due to an emergency, will receive holiday pay. In those cases, the employee will also receive additional PTO time in an equal number of hours worked on the holiday. The additional PTO time shall not exceed 8 hours.

## **SERVICE “EMERGENCY ON-CALL” INCENTIVE**

On occasion, our service customers experience an emergency that falls outside normal work hours. In order to provide emergency service during this time, our Service Technicians are occasionally scheduled to work “On-Call”. Service Technicians are scheduled according to a rotation depending on how many Service Technicians are in the rotation. While on call, the technician must be available to respond to an emergency call from 4:30 p.m. Friday through 6:00 a.m. on the following Friday. On-Call Service Technicians receive an additional \$100 for the week of On-Call duty regardless of whether actually called to perform emergency service. On-Call Service Technicians also receive pay for all time worked in the event of providing emergency service.

We will schedule Service Technicians to be back-ups to the On-Call Service Technician in the same one-week block of time. If the back-up Service Technician is required to provide emergency service because the On-Call Service Technician is unavailable for any reason, the back-up will be provided On-Call pay, in addition to receiving pay for all time worked. The Director of Service will decide any variations to this policy.

## **ERRORS IN PAY**

Every precaution is taken to ensure that you are paid correctly. If you believe there is an error, notify Human Resources. We will make every attempt to adjust the error no later than the next pay period.

## **MISSING CHECK PROCEDURE**

All paychecks will be mailed on or before the Friday of each payday. If you are not on direct deposit and you do not receive your paycheck in the mail, accounting will not reissue your paycheck until you verify your mail through the following Thursday, giving ample time for the mail delivery system to deliver the check. If you do not receive your check by the mail delivery time on Thursday, you need to call accounting/payroll at 3:00 pm in order to get the check cut that same day to be mailed with regular payroll.

If there is a holiday during that pay week, you will need to wait until you confirm through the following Friday's mail delivery time and call us by 3:00 pm on that Friday in order to get the check cut that day.

The policy outlined above applies to all employees. If you are working on a jobsite that requires you to be away from your home address, it is important that you notify the payroll department where to send your paycheck. Utilizing direct deposit will avoid mailing delays.

## **PAID TIME OFF**

PTO may be used for vacation, occasional illness and illness of family members, doctor and dental appointments, funerals and other personal business.

Employees should schedule their PTO hours with their supervisor. In case of multiple requests for PTO days at the same time, the management of E Light Electric shall determine who may take PTO at the requested time. You are required to fill out the PTO form and turn it in to your supervisor for approval. In order to get paid for the time off you must enter all PTO hours on the time sheet that reflects the week in which the time is taken.

## **California**

All employees (full-time, part-time, and temporary) who work in California at least 30 days per year will be eligible for PTO (Paid Time Off). This leave has been established to allow employees time off for:

- The diagnosis, care, or treatment of an existing health condition, or for preventive care for an employee of the employee's family member ("family member" includes the employee's child, parent, parents-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling).
- If the employee is a victim of domestic violence, sexual assault, or stalking

The maximum rate of accrual will be .01923 hours for every hour worked to meet the requirements of the Healthy Workplaces, Healthy Families Act (paid sick leave law). This accrual rate exceeds the law's requirements.

## **Exempt Employees**

Exempt employees are allowed to accrue negative PTO under special circumstances up to an approved amount as approved by the president. Employees who are permitted to take leave beyond that limit will be required to take unpaid leave in full-day increments.

## **Non-Exempt Employees**

Non-Exempt employees may take PTO in .25 hour increments, if available as needed, in order to make their workday “whole” depending on the normal work day schedule. Non-exempt employees are not allowed to accrue negative PTO.

PTO accrues in the following manner for full-time employees hired after 2-1-2012:

Paid Time off begins accruing from the start of your employment.

- PTO accrues at the rate of .01923 hours for each hour worked, capping off at 60 hours within the first year.
- After the first anniversary date through the termination of employment, PTO accrues at the rate of .03846 hours for each hour worked, capping off at 120 hours.
- Under special circumstances, the maximum number of hours you can accrue is 180 hours. Once an employee reaches this cap, he or she ceases accruing further PTO until the balance falls below the cap.

## **Cash Out During Employment:**

E Light Electric encourages all employees to take their PTO and therefore we discourage “paying out” any PTO hours, however, if you choose to, you may “cash out” PTO hours. PTO hours will be paid at 75% of the dollar amount you are normally paid in order to discourage “cash out” and encourage the time used for PTO or other personal matters. All Field employees PTO “cash outs” need to be approved by the Vice of Operations and any Office employees PTO “cash outs” need to be approved by the President/CEO of the company.

Note: 100% if required by state law

## **Cash Out At Termination:**

All accrued but unused PTO is paid upon separation from employment.

## **Scheduling:**

All PTO scheduling must take into account the employee's ability to perform job responsibilities in meeting E Light Electric objectives and time frames. All PTO days or hours must be scheduled at least two weeks in advance with the exception of time utilized for occasional illnesses or unforeseen excused reasons.

## **California PTO Scheduling:**

Employees must make an oral or written request to use paid sick leave. Up to 3 days of the PTO account can be used each calendar year. If the need for leave is foreseeable, the employee must provide reasonable advance notice. If the need for leave is unforeseeable, the employee must provide notice as soon as practical.

## **Holidays during PTO:**

A Holiday observed by E Light Electric that occurs during an employee's excused absence from work will be paid as a holiday and will not be charged against PTO.

## **BEREAVEMENT POLICY**

The Bereavement Leave Policy establishes uniform guidelines for providing paid time off to employees for absences related to the death of immediate family members

All full-time, active employees are eligible for benefits under this policy.

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor as soon as possible. In addition to bereavement leave, an employee may, with his or her supervisor's approval, use any available vacation for additional approved time off as necessary. We may require employees to provide documentation with regard to their bereavement leave.

Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or shift differentials.

Paid bereavement leave will be granted according to the following schedule:

- Employees are allowed 16 hours of regular pay in the event of the death of the employee's spouse, partner, brother, sister, parent, child, grandparent or grandchild.
- Employees are allowed 8 hours of regular pay in the event of the death of the employee's other near relative. "Near relatives" include the employee's aunt, uncle, niece, nephew, and spouse's or partner's immediate family.

## **OFFICE CLOSURES**

### **Partial day closures:**

In the event that the office closes early, non-exempt employees will be paid for the full normal 8 hour workday. However, in determining whether an employee worked more than 40 hours in the workweek for overtime purposes, only hours actually worked will be considered. If a preapproved alternate schedule is affected by the closing, the alternate schedule will be taken into consideration when calculating compensation. Exempt employees will be paid for the full day.

## **Full day closures:**

Non-exempt employees must either use accrued PTO, or take an unpaid day.  
Exempt employees will be required to take PTO unless they perform work from home.

## **Office Conditions**

In order to be mindful of co-worker's sensitivities and/or allergies, strong perfumes and other strong scents are not permitted in the office building. This would include scented or unscented candles, perfumes, lotions, cologne, wall units or any other item that emits a strong odor or smoke. The restroom area will not be included in this policy and company provided sprays will be allowed.

## **CONTINUING EDUCATION**

### **Qualifications**

E Light Electric encourages ongoing education and will reimburse the costs associated with continuing education as long as there is a benefit to the Company and is applicable to the employee's position. All education must be pre-approved by the President/CEO of the company in order to be eligible for the reimbursement. Field employees must also obtain Supervisors approval prior to submitting to President/CEO.

### **Tuition Reimbursement Schedule:**

Tuition reimbursement will be paid as determined by your grade at the end of the class.

- A - 100% reimbursement
- B - 75% reimbursement
- C - 50% reimbursement
- D or F will not receive reimbursement

Should an employee who received reimbursement voluntarily resign employment within one year from the date of reimbursement, such employee will be required to pay back the amount of full reimbursement to the Company.

### **Books:**

All required books for pre-approved classes will be paid for by the company, and must be submitted on the reimbursement form.

## **ELECTRICAL APPRENTICE TRAINING**

E Light Electric Services utilizes a Department of Labor Apprenticeship Training Program. A condition of the Department of Labor Training Program is all apprentices have to successfully complete educational requirements. E Light Electric Services provides classes and training to meet this condition at a reduced cost to the apprentice. Apprentices may take advantage of this program or take part in a program of their choice at their own cost, without reimbursement and with management's approval. As a condition of employment apprentices must meet this requirement.

- All school time will be unpaid and classes will be scheduled by the Director of Education.
- Apprentices that fail to meet expectations will be scheduled to appear before the apprenticeship steering committee and given the opportunity to explain their actions.
- In order to meet the educational requirements, apprentices will need to meet grade standards, attendance requirements and apprenticeship expectations.

Detailed instructions regarding the Apprenticeship Training Program will be handed out during the first week of school and can also be found on the E Light Electric Services training web-site.

## **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 1-866-536-5084 and ask for President/CEO, Vice President of Finance, or Human Resources.

## **COMPUTER SECURITY AND COPYING OF SOFTWARE**

E Light Electric prohibits the copying of software (or use of unauthorized software) whether generated by the company or by an outside source. Under Federal copyright law, it is illegal to make and distribute copies of copyrighted material without authorization, except to make a back-up copy for company archives. A violation of copyright laws can expose the employee and possibly the company to criminal penalties, including fines and imprisonment. Employees may not download or install software onto company computers.

Employees are asked to protect their computer passwords from other employees as well as lock their computers upon leaving their desk.

## **JURY DUTY**

Employees summoned for jury duty shall immediately notify their Supervisor or the H.R. Manager. Employees reporting for trial or grand jury service in state court shall be paid \$50 per day for the first three days, after that no pay will be provided by the company. The company will require the employee to produce a copy of the juror service certificate to confirm such jury service. Pay for exempt employees will be determined by state and federal law.



## **FIELD CELL PHONES**

Personal cell phones must remain in lunch boxes or in vehicles during work hours. The use of personal cell phones must be limited to breaks and lunches and are not to be used during work hours.

## **TELEPHONES, CELL PHONES AND MOBILE DEVICES**

Employee work hours are valuable and should be used for business. Excessive personal phone calls can significantly disrupt business operations. Employees should use their break or lunch period for personal phone calls.

Phones and mobile devices with cameras should not be used in a way that violates other Company guidelines such as, but not limited to, EEO/Sexual Harassment and Confidential Information. Confidential information should not be discussed on a cell phone or mobile device. EMPLOYEES SHALL HAVE ABSOLUTLEY NO EXPECTATION OF PRIVACY RELATED TO COMMUNICATIONS ON COMPANY OWNED EQUIPMENT.

Employees are not authorized to purchase cell phone/device games or other similar items that result in an extra charge to the company cell phone bill. Data usage on cell phones and devices must also be preapproved.

For safety reasons, employees shall not text or make phone calls while driving a company motor vehicle. Employees must park in a safe place whenever they need to use a cell phone while operating a company vehicle. Generally, stopping on the shoulder of the road is not acceptable.

The Company telephone lines should not be used for personal long distance calls.

Company cell phones are issued for business purposes and are the property of E Light Electric Services, Inc. Employees who are issued company cell phones shall have no expectation of privacy in regards to the cell phone use, phone logs, text records or other data transmitted verbally or electronically via the company cell phone.

Employees that experience problems with their cell phone or cell service shall contact the IT department at E Light Electric Services, Inc.

Employees shall notify their supervisor immediately if their cell phone is lost or stolen.

Employees shall be responsible for the care of their cell phone and may be held financially responsible for damage or loss if the reason for the damage or loss is determined to be the fault of the employee.

## **COMPANY DATA USE AND SECURITY POLICY**

E Light Electric prohibits the physical or electronic copying of data or software whether generated by the company or by an outside source. Under Federal copyright law, it is illegal to make and distribute copies of copyrighted material without authorization, except to make a back-up copy for company archives. A violation of copyright laws can expose the employee and possibly the company to criminal penalties, including fines and imprisonment.

## Devices

Company computers and mobile devices are issued for business purposes and are the property of E Light Electric Services, Inc. All information stored on these devices is considered to be the intellectual property of E Light Electric Services, Inc. Employees shall not use company technology for any illegal purpose or behavior that violates the Employee Conduct clauses.

To maintain security, company devices will be set to lock after two minutes of inactivity. Devices can be unlocked by the employee with their company issued password/code. To maintain data stability and integrity, employees must log out of computers located at office locations at the end of each work day – NOTE: Locking a computer does not meet this requirement.

Employees that experience problems with their computer or data service shall contact the IT department at E Light Electric Services, Inc. Self-repairs are not advised as this can create additional problems and/or security breaches.

Employees shall notify their supervisor AND the IT department immediately if any issued device is lost or stolen.

Employees shall be responsible for the care of any technology issued to them. If the reason for damage to or loss of the technology is determined to be the fault of the employee, financial reimbursement to the company may be enforced along with other disciplinary actions up to and including termination.

Personal devices that are used by employees for work use are referred to as “Bring Your Own Device” (BYOD) devices. Use of BYOD devices are only allowed with supervisor and IT authorization. These devices are under no obligation to be maintained by the IT department. Any monetary compensation regarding BYOD devices must be worked out with between the employee’s supervisor and the Accounting department.

## Data

E Light Electric maintains the right to monitor any/all internet and data transfer occurring on company devices or made with company technology. Thus, employees shall have no expectation of privacy in regards to cell phone use, phone logs, text message records, web browsing logs, local file storage, device location, or any other data transmitted verbally or electronically via said devices.

Employees must coordinate software requests with the IT department and supervisors before downloading or installing onto company devices. E Light Electric reserves the right to remove unauthorized software and all related data from devices without the employee’s consent.

Network data (network drives and email) is backed up to corporate storage devices. Local data (My Documents, Desktop, Favorites, cell phone pictures, etc.) is not. Company data should always be stored in network locations for data protection. Music, movies, games, and non-work related documents are not to be stored in Network locations. Duplicate files of company data are not to be kept in multiple locations across the network as this adds to volume overhead, incorrect file versions, and ultimately higher costs for additional equipment, maintenance, and services.

Active company email stores are currently limited to 11.4GB per user. If this limit is reached, the user’s email account will be automatically suspended until space is cleared. Regular maintenance of email by each employee is required to keep unnecessary data from being retained. When necessary, PST Archives may be created for the storage of email. Coordinate with the IT department on functionality and storage location if this becomes necessary.

Company data stored on BYOD devices is still considered the intellectual property of E Light Electric. As such, E Light Electric has every right to safeguard and protect it as if it were physical property. If a BYOD device that contains company data or a company email account is lost, stolen, or the owning employee is

terminated, E Light Electric is within its rights to remotely wipe the device of all data, company and personal alike. E Light Electric is also allowed to backup any company data to corporate network locations or remove any company data or company-purchased/maintained programs stored on BYOD devices.

## **Personal Access Keys (PAKs)**

Employees that are issued Personal Access Keys (passwords, alarm system codes, door keys, fobs, etc.) for access to company managed networks, data stores, email accounts, and/or physical locations shall protect the privacy of the information and property secured by the PAKs.

Employees shall not share PAKs or the contents PAKs protect with any other person, company employee or otherwise, unless approved by management and/or the IT department. If a problem develops with any type of PAK, employees must contact the IT department or a supervisor immediately.

Prior to exiting a secure physical location (a location with installed locks, alarm system, etc.), employees must verify if there are any other employees at the location. If an employee finds no other employees at the location, they must use PAKs to enable all installed security features at the location. If an employee finds they do not have a functional PAK for one or more installed security features, the employee must contact a supervisor or the IT department immediately and not leave the location unless there is physical danger in remaining.

Employees must protect any PAKs they are issued or create for work-related purposes. PAKs must not be left out in the open (i.e., keys left on a desk, passwords taped to a computer, etc.).

If a password or alarm code is lost or suspected as being compromised, the employee must notify the IT department immediately. If a door key is lost, employees must notify their supervisor immediately. Employee PAKs for company technology must remain known to the IT department for maintenance and security – this does not apply to employee passwords for financial and training purposes (i.e., purchase card accounts, paystub account login, apprenticeship website logins, etc.), and for the employee's protection it is encouraged that company-issued passwords and security codes are not used for these accounts.

In the event of an employee termination, all physical PAKs must be returned to the company by the terminated employee. Use of intellectual PAKs (passwords, door codes, etc.) by non-employees, former or otherwise, will be considered an act of trespassing and will be acted upon accordingly.

## **SEARCHES, INSPECTIONS and MONITORING**

The Company reserves the right to conduct searches and inspections when it reasonably believes that a violation of company policy has occurred. 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. Therefore, employees should not expect that anything brought onto or used on company premises or worksites, or any company device use is private.

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.

The Company places GPS devices on company-owned services vehicles. These devices track the location of the service vehicle, which may be reviewed by the Company at any time. Therefore, employees should not expect that their location when using a Company service van is private. Tampering with, removing, or destroying these devices will result in termination of employment.

## **PERSONAL USE OF SOCIAL MEDIA**

Personal use of social media is never permitted on working time by means of the Company's computers, company-issued mobile devices, networks, and other IT resources and communications systems. Use of personal mobile devices during work time should be kept to a minimum. Postings by an employee on a blog, wiki, or social networking site are considered personal communications and are not Company communications. All social media postings on behalf of the Company must be preapproved and sent by authorized employees. Personal postings by an employee concerning the Company are not prohibited provided they comply with guidelines set forth below or in this handbook.

If you post any comments that promotes or endorses Company products or services in any way, the law requires that you disclose that you are employed by the Company.

You must comply with all applicable laws including copyright and fair use laws. You may not disclose any, proprietary, confidential, or financial information about the Company. You may not post anything related to company inventions, strategy, financials, or products that have not been made public. Further detail is provided in the "Confidentiality" section of your employee handbook.

A blog, wiki, or social networking site is not the ideal place to make a complaint regarding alleged discrimination, unlawful harassment, or safety issues. Complaints to the Company should be made consistent with the complaint process in this handbook so that the Company can address them.

## **DATA DISPOSAL POLICY**

During the course of your employment, the Company will collect certain information that is classified as "personal identifying information," or PII, under applicable laws. Such information may include, but is not limited to:

- Your first and last name or initials
- Username(s) and password(s)
- Social security number
- Driver license or other identification card number
- Medical documentation
- Biometric data
- And more

The Company may keep these records in paper and/or electronic format.

When such documentation is no longer needed, pursuant to records retention requirements and best practices, the Company will either (a) destroy the records or (b) arrange for their destruction, e.g. by shredding, erasing, or otherwise modifying the personal identifying information in such a manner as to render it unreadable or indecipherable through any means.

## NO SOLICITATION

Employees are not permitted to solicit during working time. An employee may not solicit another employee during the latter's working time.

### **Employee Distribution of Literature:**

Employees are not permitted to distribute literature during working time or in working areas.

### **Off-Duty Employees:**

Off-duty employees are not permitted to re-enter projects or jobsites or any other working area. Off-duty employees are not permitted to arrive at work early or stay after work late in the Organization's buildings or work areas, unless they are actively working, preparing for work, or cleaning up after work, without explicit approval of management.

### **Non-Employees:**

Non-employees are not permitted to solicit or distribute literature on the Organization's premises.

### **Definitions:**

Working time does not include meal, break or rest periods or other specified times during the work-shift when employees properly are not engaged in performing their work tasks. Working areas are defined as areas of the premises where employees perform their work tasks, but do not include break rooms, rest rooms, parking lots, or other non-work areas.

## WORKPLACE ANTI-VIOLENCE POLICY

The safety and security of our employees, customers, vendors, contractors and the general public are of essential importance. Therefore, threats or acts of violence made by an employee against another person's life, health, well-being, family or property will not be tolerated. **We have a Zero Tolerance Workplace Anti-Violence policy.** Employees who violate this policy will be subject to discipline, up to and including immediate termination of employment.

The following are prohibited:

1. Any act or threat of violence made by an employee against another person's life, health, well-being, family, or property.
2. Any act or threat of violence, including but not limited to intimidation, harassment, or coercion.
3. Any act or threat of violence, which could endanger the safety of employees, residents, tenants, vendors, contractors or the general public.
4. Any act or threat of violence made directly or indirectly by words, gestures, symbols or e-mail.
5. Use or possession of a weapon on company or client premises.

It is a requirement that employees report to their supervisors or Human Resources, in accordance with this policy, any behavior that compromises the company's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know.

## **BUSINESS EXPENSE REIMBURSEMENT**

### **Business Expenses:**

Generally, expenses reimbursed by the Company include those pre-approved as reasonable and necessary to properly conduct Company business. Our business complies with IRS regulations under the accountable plan rules, which require that all business expenses be substantiated with adequate records. This substantiation must include information relating to the following:

- The amount of the expenditure
- The time and place of the expenditure
- The business purpose of the expenditure
- The names and business titles of individuals other than the employee for whom the expenditures were made.

Employees request reimbursement by filing through the Wells Fargo system. Receipts supporting expenses for business entertainment and other business expenditures must accompany the submission. The employee should make every effort to submit items for reimbursement in a timely manner.

Full instructions are found in the separate guidebook titled "Commercial Card, Expense Reporting".

No policy can anticipate every situation that might give rise to legitimate business expenses. Each employee and supervisor must use his/her best professional judgment in determining if an expense is a reasonable and necessary business expense that needs to be reimbursed.

### **Transportation Expenses:**

Employees authorized to travel by personal car for business purposes are reimbursed at the Internal Revenue Service's allowable rate per mile as long as they maintain the appropriate records. However, the company does not reimburse for the first and last commute of each day. Your supervisor must pre-approve any expense incurred. Parking fees are reimbursable when necessary at a jobsite or job meeting location. Toll charges are discouraged; however, if they are necessary for business purposes, they will be reimbursed with a manager's approval.

Employees are responsible for moving violations incurred while they are driving a Company-owned vehicle or personal vehicle for business. Normally, parking violations are also the employee's responsibility.

### **Gifts:**

Gifts are not to be purchased by the employees. Any request for gifts must go through a normal check request or petty cash process to obtain the appropriate pre-approvals. Accounting will assess taxable income for any employee receiving the gift. The President will approve any gift purchased for non-employees as part of entertainment.

## **DAVIS-BACON RETIREMENT PLAN**

Employees working on “Public Works” projects are required to enroll into the E Light Electric “Davis-Bacon” Retirement plan. This plan will deduct a percentage of your gross hourly wage which goes into a pension fund in your name. This fund is professionally administered. You will receive quarterly statements showing the amount paid into the pension plan together with amount earned. It is imperative you provide E Light Electric with updated address information to assure timely receipt of all mailed statements.

## **TRAVEL EXPENSE REIMBURSEMENT**

### **Travel Arrangements for Airfare, Lodging, and Transportation:**

When travel is required as part of company business, all travel requests must be approved by your manager and submitted to the travel coordinator for processing.

E Light will select coach airfare, hotel, and car rental arrangements utilizing the going rates provided from the travel agent. We cannot always accommodate employee specific requests due to schedule and costs. Lodging room rates must be less or equal to the current GSA published rates for the area of travel.

The company discourages booking travel arrangements without going through the above process. Any travel made outside this process is subject to your manager’s approval as well as the limits of the GSA published rates and are not guaranteed for reimbursement. At the manager’s discretion, certain individuals may be given lodging per diem in lieu of E Light booking their travel arrangements.

If any payment is made by the company for lodging that exceeds the current GSA limits, the company is required to tax the employee on that amount exceeding the limit. Any payment made for car rentals or hotel stays within the employees home town or region are subject to managers pre-approval and will be 100% taxable to the employee, if reimbursed.

### **Travel Itinerary Changes:**

If emergencies arise during your travel and you must change your itinerary, please contact the travel coordinator during business hours. For **\*\*EMERGENCY ASSISTANCE \*\*** AFTER HOURS PLEASE CALL 1-800-952-0707 and use code:  
P-K7F

### **Travel Meal and Incidentals/Per Diem:**

A project-specific per diem schedule is defined by the Project Manager at the beginning of the project and automatically paid according to the employee’s classification for employees charging hours to the job and working at the jobsite.

- The hourly per diem will not exceed the current GSA published rates for meals and incidentals.
- Per Diem does not follow an employee from job to job as it is job specific.
- The hourly per diem will be tax exempt if the project is under one year in duration for the company.
- The hourly per diem will be considered taxable income if the job is more than one year in duration for the company, OR the hourly per diem exceeds the current GSA published rates for meals and incidentals.

If travel is not project-specific or for office personnel not based at a jobsite:

- Daily per diem for meals and incidentals will be based at the current GSA published rates for the location of the travel.

#### **Per Diem guidelines:**

- Receipts do not need to be submitted for employee meals and incidentals under a per diem system.
- Incidentals include fees and tips given to porters, baggage carriers, hotel staff, and staff on ships. Therefore, these receipts cannot be turned in for reimbursement if you received meal and incidental per diem on your trip.
- Regarding your timesheet: you must indicate which days you believe meal and incidental per diem is due on your timesheet so accounting can add it to the paycheck the same week it was earned. This can be done by either checking the per diem box, if it is listed on the time sheet, or writing the word “per diem” on the applicable days.
- Employees should not purchase other employee lunches while on travel, as each person individually receives their own per diem. Employees should not submit receipts for meals or incidentals, because they are not required under a per diem system.

#### **Wages Paid During Travel:**

All hours you are traveling must be recorded on your timesheet under “Travel Time - 1500” so Accounting can calculate wages due for travel during normal work hours. However, Accounting will follow federal and state laws for calculating wages due for your traveling time so it is important to accurately record hours traveled for each day.

When travel by vehicle is required outside the normal company region (Colorado) to a long term project (or return trip), it is preferred that the travel is completed during normal working hours. The company does NOT authorize any employee to travel by vehicle for more than 10 hours in a day whether in the state of Colorado or out of the state.

#### **Misc. Expenses:**

Only when preapproved by a manager, the company will reimburse meals for employees when customers are in attendance. However, if on travel, the meal and incidental per diem may be reduced accordingly. Reimbursement requests are to be turned in through the Wells Fargo Out of Pocket (OOP) process. Reimbursement request must include the names of all people in attendance, the company name of each person, and the business purpose of meeting (new business, current job, etc.).

- Original receipts for meals with customers must be submitted through internet email process outlined in Wells Fargo Commercial Card instructions.
- Itemized receipts, that show items purchased and sales tax, are required.
- Final credit card charge receipt with tip amount, when applicable.
- Tips beyond 20% of the subtotal will not be reimbursed.
- Reimbursement requests turned in past 30 days will require VP of Finance approval.
- Fuel Reimbursement and wages paid for non-airline travel
  - When an employee drives out to a job site out of state in their own personal vehicle, they may claim fuel expenses for reimbursement. Mileage will not be reimbursed.
  - Hours must be documented for the time of travel via the personal vehicle, but will only be reimbursed for time air travel would have taken during working hours, unless otherwise stated in federal or state law. The department manager reserves the right to approve payment of additional travel hours due to special circumstances for traveling employees.



- The company may reimburse the following miscellaneous travel expenses: taxi's, airport parking, toll road charges, baggage fees, and early check in fees for airline seat selections. You must obtain preapproval and turn in an expense reimbursement with receipts for each of these charges.
- The company cannot make any payments for non-employee lodging, meals or incidentals without reporting it under that person's social security number on a 1099 annual report. Therefore, the company does not allow employees to setup or pay for lodging, meals or incidentals for other non-employees. The only exception is when the president has approved payment for entertainment purposes with a customer on a limited, pre-approved basis.

### **Corporate Management Travel:**

Managers may use their corporate P-cards for business expenses in lieu of the per diem system as long as they turn in receipts and properly document the business related purpose. It is understood that this would be less than a daily meal and incidental per diem under most circumstances and thus not taxable income.

### **TOOL POLICY**

Electricians and apprentices are required to provide their own hand tools as listed below in the Mandatory Tool Lists. The company is not responsible for lost or stolen tools, even if stored in a company-provided storage device. Employees are discouraged from bringing their own power tools to a jobsite. All personal tools used on the project shall meet all requirements of OSHA and other regulatory agencies.

Hand tools should be of high quality and allow the electrician to perform their work efficiently. Some jobs may have additional requirements.

## Required Tools

### Freshman

- 1-Electrical Tool Pouch, tool belt with Suspenders and a Nail/Screw Side Pouch \*
  - 1-Scratch Awl (Klein 66385)
  - 1-Side Cutters (Klein D213-9NEIP)
  - 1-Diagonal Cutters Klein (D-248-8)
  - 1-Current Edition of the National Electric Code**
  - 1-Long Nose Pliers Klein (D-203-8NCR)
  - 1-Pump Pliers (Channel Lock 430) 10"
  - Pump Pliers (Channel Lock 440) 12"
  - 1-Wire Stripper (Klein 11045)
  - 1- 4" Square Shank Screwdriver (Klein 600-4)
  - 1- 6" Square Shank Screwdriver (Klein 600-6)
  - 1-Battery Screw Gun (within first 6 months)
  - 1-Tape Measure 1" X 25'
  - 1-Solenoid Voltage Tester (Wiggy)
  - 1-Utility Knife (Klein 44105)
  - 1-Hacksaw (Klein 701-5)
  - 1- 6" Rapi-Drive Screwdriver (Klein 670-6) 1-
  - 1-Pal Conduit Reamer (Klein 19350)
  - 1-Torpedo Level (Klein 930-9) 1-1-
  - 1-Roto Split
  - 1-Flashlight
  - 1-Electrician's Straight Claw hammer (Klein 807-18)
  - 1- 4" Phillips Tip Screwdriver #2 (Klein 603-4)
  - 1 Receptacle Tester
- Pocket note pad**
- Pencil, Ink Pen, Sharpie ( All Three, not a choice between the three)**
- Watch Time piece, (Not a cell phone, a watch)**

### Sophomore

- 1-Six-In-One Tapping tool (Klein 627-20)
- 1- 8" Adjustable Wrench (Klein 506-8)
- Offset Screwdriver (Klein V05)
- 1-Key Hole Saw
- Pump Pliers (Channel Lock 460)
- 1-Combination Wrenches 1/4- 3/4
- Hex Key Set 3/16- 3/8" (Klein 70579)
- 1-Stubby Phillips (Klein 603-1)
- 1-7 pc Nut Driver Set (Klein 631) 1-
- 1-Snips-Straight
- 1-Stubby Screwdriver (Klein 600-1) 1-
- 1- 3/8" Socket Wrenches 1/4- 3/4
- 1-Hex Key Set 5/64- 1/4" (Klein 70591) 1-
- 1/8" Cabinet Control Screwdriver (Klein 614-4)

### Junior

- 1-Crimp Tool (Klein 1005)
- 1-Cable Cutter (Klein 63050)
- 1-Plumb Bob or Leveling/Positioning Laser

### Senior

- 1-Voltage Multi Me

*\*The tool pouch must be a full electrical tool pouch, with enough room to easily carry at a minimum, 6 screw driver type tools, 2 pump pliers, side cutters, diagonal cutters, wire strippers, tape measure and utility knife. Employees need only carry in their pouch the tools they need to perform their current task; however, they need to have in their immediate work area ALL of the tools on the required tool list.*

*\*\*Brand names are listed as recommendations. Tools must be equivalent in function and quality to the brand names listed.*

*Recommended, not required: Battery Sawzall\*\*\* Having a battery Sawzall in the work area does not eliminate the need to have your hacksaw in the work area also.*

*Any broken or lost tool must be replaced by the next payday after the tool is lost or broken.*

## HOUSING AGREEMENT

NOTE: Housing is for your convenience. You are not required to accept housing and are free to make other arrangements.

1. Employee will represent the company in a professional manner. Any complaints from the landlord or neighbors will be grounds for removal from premise. Employee will then be responsible for their own housing arrangements.
2. Employee will abide by all terms of the signed lease and Homeowners association requirements, including but not limited to: no pets, no smoking will be allowed inside the unit, park only where allowed, trash disposal-snow removal per requirements, etc. No Exception. **If a fee or penalty is imposed for any violation of the lease agreement or for any other reason, by signature below the employee expressly authorizes E Light Electric Services to deduct this amount from their paycheck in one lump sum or over time (if over \$50.00) if it is determined that the employee is responsible for the violation fee or penalty.**
3. Upon transfer, termination or quit by the Employee, any compensation such as the final check, accrued PTO pay, safety and attendance pay will be withheld pending property inspection and return of all keys. By signing this agreement the employee agrees that final compensation may be withheld as compensation for any damages. This inspection will occur within two business days.
4. Utilities will be paid for by the company. However, tenants must be reasonable in the consumption of these utilities. Unreasonable usage, based on the previous utility records from the employee's own and/or comparable units, will become the responsibility of the tenant and by signing this agreement may be deducted from their following paycheck. Turn off lights, turn down thermostat, close windows, etc. Employee is responsible for any extra services (i.e. Internet and or phones) at their expense, and plans must be authorized and billed to the employee personally.
5. Employees must be considerate of roommates, such as pick up and clean up after themselves, daily trash removal, etc. Quiet time after 10PM or as stated in the lease agreement, etc. Local cleaning services will be utilized at the employee's expense (see paragraph #16).
6. Employee is responsible for their own rental insurance. E Light Electric will not be responsible for any damage to or theft of personal property.
7. Employee recognizes that some leases may not be renewable at lease end and employee may be required to move to new company housing at expiration of current lease at their own expense.
8. If any furnishings are provided as part of the lease they must be maintained in the same condition as when first occupied. Employee will be responsible for any damage or loss. Once vacated, upon inspection, it is noted that something has been removed or is missing i.e. a vacuum or dining chair, the cost of replacement of that item will be deducted from any pay that may be owed to you. This amount will be divided evenly among all those residing

in the unit unless the party responsible comes forward. Removal of landlord property from the premises will be considered theft and reported to the local authorities.

9. Employee must provide a minimum of two weeks' notice if they choose to leave the company provided housing.
10. Housing assignments will be made by management. Employees shall not make housing transfers or modifications to assignments without management approval. While the company will try to accommodate roommate selections, we will place employees based upon room availability at that time.
11. Employee agrees to accept the property in its current condition and return it in original move-in clean condition.
12. Employee agrees to not assign this lease or sublet at any time.
13. Employee agrees that in no case shall someone other than those authorized by E Light Electric be allowed to stay in the company provided housing. It is also agreed that when employees are away from the premises for any length of time, that their room, personal belongings, bed and area of that which would be referred to as "personal space" will not be intruded upon in any way by anyone. In simple terms...please STAY OUT of any area and STAY OUT of any personal belongings of an employee that is away. Just because the employee is away does not open the room or bed area up for someone else. In the event that this occurs, disciplinary action to the offender may include termination, depending on nature of the offense.
14. Employee housing is provided free of charge to the employee while working on the project assigned in connection with the housing. It is understood that the project in connection with the housing will have manpower changes from time to time and space will need to be adjusted as the manpower needs change. This means that rooms may need to be shared in order to accommodate the manpower needs. Employees working on the project associated with the company provided housing can always find their own housing at their own expense if they cannot make these adjustments as needed.
15. If any appliance or system in the premises including but not limited to: any range, oven, refrigerator, furnace, heating system, electrical or plumbing system fails to operate or otherwise malfunction, the employee/tenant shall promptly notify E Light Electric.
16. Employee shall not make any repairs or alterations without contacting E Light Electric and receiving prior written approval. Any authorized repairs will be inspected.
17. Employee agrees that scheduled regular inspections may be conducted by a management representative of E Light Electric and/or the Landlord. These inspections will be scheduled and coordinated between the employee and E Light Electric.
18. E Light Electric may hire a cleaning company for the property at the employee's expense. Premises should be picked up adequately for the cleaning service to perform tasks such as vacuum, maintain the hardwood floors, clean bathrooms and kitchen, etc. By signing this agreement, employee agrees that the proportionate cost of this service be deducted from the employee's paycheck in accordance with the cleaning schedule. An average charge is \$40 per hour and may be adjusted. The neater you are, the more

efficient the cleaners will be. It is anticipated a 2 bedroom to take 1-2 hours, 3 bedrooms 2-3 hours. Most properties will be cleaned on a monthly basis, but the company reserves the right to increase to semi-monthly or weekly cleans as necessary upon inspection of the space.

19. If any violation of this agreement or upon any transfer, termination or quit by Employee, the right to occupy the premises may be terminated by E Light Electric, and Employee may be removed without a breach of the peace or any damages, to permit E Light Electric to repossess the premises free and clear of any rights of Employee. If at any time Employee is asked to vacate the premises, Employee agrees to peacefully surrender the premises immediately, and if Employee remains in possession of premises, Employee shall be deemed guilty of forcible entry and detainer of the premises, and, waiving notice, shall be subject to forcible eviction with or without process of law.
20. Employees may not possess or store in the company housing any firearms, weaponry, ammunitions or explosives.
21. Employees shall not host parties in the company housing.
22. Employees shall not have nor permit the use of any controlled substances.
23. Employees shall not perform unsafe acts within the company housing and are responsible for being aware of hazards and reporting such hazards to management immediately.
24. Employees shall confirm they have never had a history of disturbance, destruction, or poor housekeeping habits.
25. Employees will be subject to a background check per the apartment complex guidelines. This check could encompass a full history check for felonies or misdemeanors. Please disclose any items that should be considered before you are placed in housing that may have stringent requirements.

## **EMPLOYEE EXPECTATIONS**

E Light Electric management, along with a wide range of employee representatives, have recently developed a document that outlines the basic "Employee Expectations" that are required by all employees of E Light Electric Services.

This document has been posted on:

[www.elightinformation.com](http://www.elightinformation.com)

### **IMPORTANT: Please read over this document**

#### **ACKNOWLEDGMENT OF RECEIPT/AGREEMENT EMPLOYEE EXPECTATIONS**

**I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK WHICH CONSISTS OF, THE EMPLOYEE POLICY MANUAL THAT INCLUDES SEXUAL HARASSMENT AND DISCRIMINATION, THE AGREEMENT REGARDING CONFIDENTIAL INFORMATION, HOUSING AGREEMENT, DRUG AND ALCOHOL, DRESS CODE, CODE OF ETHICS, MOTOR VEHICLE AND SAFETY POLICY. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND:**

- I RECEIVED THE DRUG AND ALCOHOL POLICY AND UNDERSTAND THAT IN ORDER TO CONTINUE MY EMPLOYMENT WITH THIS EMPLOYER I MUST ABIDE BY THE TERMS OF THE POLICY. I AGREE TO NOTIFY THE EMPLOYER OF ANY DRUG VIOLATION OCCURRING IN THE WORKPLACE.
- I ACKNOWLEDGE THAT I HAVE RECEIVED, REVIEWED AND UNDERSTAND E LIGHT SERVICES' CODE OF BUSINESS ETHICS. I AGREE TO STRICTLY COMPLY WITH THE CODE AND UNDERSTAND THAT I WILL BE SUBJECT TO DISCIPLINARY ACTION IF I VIOLATE THE CODE.
- THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.
- THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE COMPANY'S GUIDELINES.
- THE COMPANY RESERVES THE RIGHT TO INTERPRET THESE POLICIES AND 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 FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE PRESIDENT AND MYSELF. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

THIS COPY OF ACKNOWLEDGMENT FOR YOUR RECORDS

**PLEASE CONTACT HUMAN RESOURCES WITH ANY QUESTIONS**