

United Electrical Contractors Inc.



Parent company of

**UNITED ELECTRICAL CONTRACTORS
LANSING ELECTRIC COMPANY
LANSING ELECTRIC
KAYNICK CORPORATION
FS ELECTRICAL CONTRACTORS**

Providing Services Throughout Michigan

PERSONNEL MANUAL

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INTRODUCTION

Welcome to United Electrical Contractors Inc. (UEC). Our company recognizes that our greatest asset is our people, and we look forward to you becoming a valuable part of our TEAM.

If you have any questions about your job and your role in our company, feel free to ask us. In addition, we have prepared this handbook to answer some of the common questions that might pertain to a new employee.

This handbook will answer your questions about what we do, how we do it, and what we expect from all our employees. We suggest that you take time now to read through this handbook. Please keep in mind, this is an outline and may change from time to time. We also suggest that you keep this handbook available so you can refer to it if you have a question or a problem. If you cannot find an answer, please feel free to ask.

It should be noted that, this handbook is not a contract of employment, and all employees are hired with the understanding that the period of employment is for an indefinite length of time, and that employment may be terminated at the will of the employee or the employer for any or no reason, at any time.

No manager or representative of the company, other than the President has the authority to enter into any agreement for employment contrary to the terms of this handbook. Any agreement inconsistent with any portion of this handbook must be in writing and signed by the President in order to be effective.

We hope you enjoy the work you will be doing along with our other UEC team members. We wish you great success in your future here.

UNITED ELECTRICAL CONTRACTORS, Inc.

By: _____
William S. Flegler, President

I. COMPANY OPERATIONS

United Electrical Contractors, Inc. (UEC) provides all types of electrical services to builders, general contractors, building owners, and government organizations and industry. Below are listed some of the services we regularly provide:

- Electrical design and build for all building types
- Emergency electrical services
- Electrical maintenance for all types of buildings
- Data / Phone communication wiring
- Fire Alarm Installations
- Security Systems
- Camera Systems
- Card Access Systems
- Door Entry Systems
- Electrical – New Single and Multi-Family Homes & Apartments
- Electrical – New Commercial Suites & Building
- Electrical - Commercial & Residential Remodels
- Industrial to include Automation
- Lighting Control Systems and Programming
- Energy Retrofits
- Home Automation
- Audio and In-Home Theater wiring and products
- Structured Media Systems

UEC believes in giving our customers the very best value for their construction dollars. We regularly support many local causes and believe in contributing back to the community that supports us.

We believe that our customers come first. Our goal is to give our customers a first-class electrical installation that includes quality workmanship and timely completion. We must be “part of the answer, not part of the problem.”

II. COMPANY PHILOSOPHY

From the time, our company began in 2009, we have thought of United Electrical Contractors as a team of people working together to provide top quality services for our customers. Our success is due to hiring people who work well together towards a common goal.

Our company is dedicated to the continued growth of our employees, company, and community. We are committed to providing the latest technologies and best products. Our work is backed by our integrity, professionalism, and quality. Our work should always be finished to our customers’ expectations. When our services do not meet our own or our

customers' standards, we look to our teams to find out what went wrong. We may make changes in the way things are done or even the team compositions to make sure we all stay motivated and continue to develop creative ideas that are important to the future of this company.

Everything we do here is a team effort. From the very beginning, this company philosophy has been the key to our success. We would like each person who works at UEC to realize his or her importance to the overall performance of our company.

We are a company that has been successful in the past and continues to strive for excellence now, as well as in the future. We are expanding, growing, and moving constantly into new and different challenges in the world of electricity.

Mission Statement - UEC is dedicated to the development and continued growth of our employees, company, and community. We are committed to providing the latest technologies and best products, backed by our integrity, professionalism, and quality with work finished to our customers' expectations. We believe the satisfaction of our customers directly affects our future; therefore, we are focused on complete customer satisfaction before, during, and after the project, regardless of the project's size. We believe the company must continue to grow and provide an environment that promotes continued growth and challenges for our employees and owners.

III. COMPANY ORGANIZATION

United Electrical Contractors, Inc. is a Michigan corporation with offices in Lansing and Livonia Michigan. The following is a brief description of the roles and responsibilities here at UEC.

- Accounting: performs all bookkeeping, payables, receivables, billing, income statements, balance sheets and any treasury function.
- Estimating / Project Management: responsible for quoting projects and making sure that the projects are run both efficiently and profitably.
- Field Employees: apprentices and electricians that perform electrical work
- Marketing: responsible for the company's advertising. Different methods are used, but the purpose is to expose our capabilities and philosophy to new customers and to retain existing customers.
- Project Coordinator: administers and monitors all payroll records, deductions, issuing payroll checks and W-2 forms.
- Human Resources: assist employees with required forms and information regarding health and life insurance, educational programs, payroll deductions, and W-4 forms.
- Purchasing: responsible for buying the electrical materials for use on our projects.
- Managers & Project Managers: responsible for scheduling work and personnel on all of our projects, employee reviews, manpower, changes orders, and customer relationships.

IV. EMPLOYEE RELATIONS PHILOSOPHY

A. Introduction

United Electrical Contractors, Inc. recognizes the importance of establishing written procedures and providing fringe benefits for its employees. We believe strongly in the plans, policies, and benefits described in this handbook, but reserve the right to modify, amend and terminate these plans, policies, and benefits.

The language in this handbook is not intended to establish, nor is it to be construed to constitute, a contract between UEC and any of its employees for either employment or the providing of any benefit(s).

B. Communications

It is the policy of UEC to encourage open, honest, and constructive communications among all of our associates. Good communication involves promptly raising matters of concern with your direct supervisor or other management personnel. Good communication keeps people informed and will help solve problems, giving each person a chance to present ideas for improvement and to seek assistance when needed.

To keep our associates informed and to share ideas, we have bulletin board notices or payroll inserts. We also have company meetings, which are held to update all employees on various items regarding work in progress, projects being bid, and other items of employee interest. These meetings usually last about one and one-half hours. Employees are not paid for these meeting times, but the company pays for the any items provided at the meetings.

V. EMPLOYMENT RELATIONSHIP

A. At-Will Relationship

Employment with United Electrical Contractors, Inc. is “at-will.” This means that your employment relationship with United Electrical Contractors, Inc. is for no definite period of time and it may be terminated at any time, with or without cause or reason and with or without notice, at the will of either United Electrical Contractors, Inc. or you. It is further understood that United Electrical Contractors, Inc. has the exclusive right to make all job assignments; to set all terms for compensation and benefits; to determine whether employees will be promoted, demoted, remain employed, be terminated or laid off; and to make all other decisions related to employment. Any prior understandings or agreements of continued employment will be considered to be superseded by this Handbook.

B. Time Period for Claims

As a condition of employment, and continued employment, you agree not to file any action, demand for arbitration, suit or charges relating to your employment or application for

employment against United Electrical Contractors, Inc. more than 180 days (or in less time if any applicable law so requires) after the event and/or employment practice or action for which you are alleging. In addition, you agree to waive any state or federal statutes of limitation to the contrary (except those requiring a shorter period), to the extent permitted by applicable law. While you understand that the statute of limitations for claims arising out of an employment related action may be longer than 180 calendar days, you agree and understand that any employer action that is the subject of a lawsuit, demand for arbitration, or action, including those related to discrimination, benefits, termination of employment, or other terms or conditions of employment, is barred if it is not filed within the 180 day period (or in less time if any applicable law so requires) and you understand and agree that the 180 day period (or applicable shorter period) will not be extended for any reason, including continuing violations and you agree to waive the application of continuing violations doctrines. You also understand that the enforceability of the waiver of longer statutory periods will be determined by the applicable state and or federal law. This provision does not prohibit the timely filing of a charge of discrimination under federal law with the EEOC and the EEOC's right to investigate is maintained. However, filing a charge or claim with an administrative agency, including the EEOC or internally with United Electrical Contractors, Inc. does not toll (hold in abeyance) the 180 calendar day period for filing of any action, demand for arbitration or suit and if you wish to obtain individual relief, you understand that any action, claim for arbitration or suit must be filed within 180 days of the alleged action

C. Modification of At-Will Relationship or Time Period for Claims

Only the President of United Electrical Contractors, Inc. has the authority to enter into an agreement contrary to the At-Will relationship or the Time Period for Claims as set forth above and such agreement must be in writing, must specifically state that the employee's term of employment is for a fixed term and is not terminable "at will" or that the Time Period for Claims is altered and the agreement must be signed by the employee and the president. No other practice, procedure, written or oral policy or statement by anyone, including other management personnel, managers, or representatives, can alter the At-Will Relationship or the Time Period for Claims.

D. Employment Classifications

This manual is applicable to all employees, other than corporate officers. United Electrical Contractors, Inc. employs external employees, who are assigned to work for one or more of our customers at the customers' location. Employees are classified as either salaried exempt or hourly non-exempt. For the purpose of certain benefits UEC has two levels of employee classifications; Clerical/Warehouse/Apprentice and Journeyman/Manager. It is important that employees know their employment status since it affects their eligibility for overtime pay, as well as for certain benefit plans and other programs. Employees who are unsure of their status should check with office personnel. Employment status may change during the course of employment (for example, because of a transfer, promotion, or economic conditions).

E. Violation of Policies

Violation of any policy within this Handbook may subject an employee to disciplinary action, up to and including, termination.

VI. EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION AND HARASSMENT POLICIES

A. Non-discrimination

United Electrical Contractors, Inc. is an equal opportunity employer and abides by all applicable federal, state and local regulations regarding fair employment practices. United Electrical Contractors, Inc. does not discriminate against an employee on the basis of age, race, color, sex, religion, national origin, pregnancy, childbirth or a related medical condition, height, weight, marital status, genetic information, military status or application, disability or on any other basis protected by federal, state or local law. This policy applies to all employment practices and personnel actions including advertising, recruitment, testing, screening, hiring, selection for training, upgrading, transfer, demotion, layoff, termination, rates of pay and other forms of compensation or overtime.

B. Applicant or Employee Disabilities

United Electrical Contractors, Inc. will comply with applicable federal and state law protecting the disabled. United Electrical Contractors, Inc. will make reasonable accommodations for employees with disabilities, to allow access to United Electrical Contractors, Inc. facilities and employment opportunities, as required by law. An individual who believes he or she has a protected disability and is otherwise qualified under the law and who requires accommodation to perform the essential functions of his or her job should notify his/her immediate supervisor or the company president.

C. Reasonable Accommodation for Disabilities: Michigan Law

Under Michigan law, applicants and employees have 182 days from the date they knew or should have known that an accommodation was needed, to file a written request for such accommodations. Requests for accommodations should be directed to his/her immediate supervisor or the company president. If the applicant/employee fails to do so, his/her legal rights under Michigan law may be affected.

D. Non-discrimination: Advancement

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at United Electrical Contractors, Inc. will be based on merit, qualifications, and abilities. United Electrical Contractors, Inc. does not discriminate in employment opportunities or practices because of race, color, religion, sex, genetic information, national origin, age, disability, or any other characteristic protected by federal, state or other applicable law.

This Policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of his/her immediate supervisor or the company president. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

E. Prohibition of Unlawful Discrimination/Harassment.

1. Prohibited Conduct

It is both illegal and against the policy of United Electrical Contractors, Inc. for any employee, manager, or independent contractor to harass another on the basis of race, color, sex (not limited to sexual harassment), religion, national origin, genetic information, age, disability, military status or application, height, weight, or marital status or any other basis protected by state, federal or other applicable law. Prohibited conduct includes:

2. Sexual Harassment

Sexual harassment consists of two basic kinds of unwelcome conduct: (1) conditioning a tangible benefit, such as promotion or pay, on the granting of sexual favors, or withholding a tangible benefit because of the rejection of sexual advances; and (2) creating a hostile environment by sexually abusive conduct, whether verbal or physical.

Sexual harassment could include, but is not limited to, the following: unwelcome sexual advances or sexual flirtations; physical conduct of a sexual nature; unwelcome physical contact; requests for sexual favors; verbal abuse of a sexual nature including subtle and not so subtle innuendo; unwelcome sexually suggestive remarks, jokes and gestures; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual, including sexual nicknames; and display in the work place of sexually suggestive objects, pictures, or cartoons.

3. Other Unlawful Harassment

Unlawful harassment may also consist of work place harassment of employees on the basis of race, color, religion, gender (not limited to sexual harassment), national origin, age, genetic information, disability, military status or application, or any other basis protected by state, federal or other applicable law. Such harassment is illegal.

Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of a protected characteristic or one of either relatives, friends, or associates, and that: (a) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or (b) has the purpose or effect of unreasonably interfering with an individual's work performance.

Harassing conduct includes, but is not limited to, the following: (a) epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to a protected characteristic; and (b) written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of a protected characteristic and that is placed on walls, bulletin boards, or elsewhere on the employer's premises or circulated in the work place.

F. Employee Dignity

United Electrical Contractors, Inc. expects all employees to conduct themselves with dignity and with respect for fellow employees and others. Harassing anyone, including sexual or racial harassment, will not be tolerated. All reports of harassments and subsequent investigations will be handled with discretion out of concern for all involved.

VII. WORKPLACE SAFETY RESPONSIBILITIES

A. Safety

The safety of our employees is the primary importance to the company. Many accidents are preventable through safe work practices. Our goal is to eliminate the cause of workplace injuries.

We need the cooperation of everyone to have a safe workplace. This is not only the responsibility of employees, supervisors, or management, but everyone involved is responsible for their individual safety and the safety of their co-workers.

Employees should perform their jobs in a safe and conscientious manner. Safety guidelines based on common sense and State and Federal guidelines have been established and will be provided to you. Creating safety risks for potential accident situations will not be tolerated. Safe conduct is expected at all times. Refer to the UEC Safety Policy for specifics. Every foreman or journeyman electrician managing a job must have a copy of UEC Safety Policy on the job at all times.

B. Driving While on Company Business

Employees who drive for company business must have a current, valid driver's license and required insurance.

Distracted driving plays a role in many motor vehicle accidents. We are not only concerned about your welfare as a UEC employee, but also the welfare of others who could be put in harm's way.

As a driver, your first responsibility is to pay attention to the road. When driving on UEC business or driving while conducting business on behalf of the company in any other capacity, the following applies:

- Cellular phone use while driving is a common, often harmful, distraction. For this reason, the use of cell phones while driving is prohibited. If you must use your cellphone while driving, safely pull off the road or wait until you reach your destination. A hands-free device may be used; however, limited to emergency situations only.
- UEC is not responsible for any moving traffic violations, tickets for parking violations or violations of any other city ordinance or state and federal laws. Any tickets are the employee's responsibility even if the ticket is issued while conducting business for UEC.
- Use your best judgment when road conditions are poor.
- Avoid distractions such as eating, or paying too much attention to your radio or CD player, etc.
- Do not drive if your ability to drive safely is impaired by the influence of medications.
- Properly adjust the mirrors and familiarize yourself with the vehicle's controls before operation.

C. Tools and Protective Equipment

Employees are only permitted to use UEC tools/equipment, ladders, lifts, vehicles, and equipment, unless otherwise directed by the foreman. UEC tools/equipment are for company use only. Employees who misuse or misplace company tools/equipment may be charged for replacement cost of such items.

All field employees will be issued hard hats, safety glasses and GFI receptacles. The company will replace damaged or worn out equipment. Abused or lost equipment will be replaced by the company and will be charged to the employee as a payroll deduction. This safety equipment should not be physically altered in any way.

D. Supplies

It is the employees' responsibility to inform the manager if supplies are running low and need to be replenished.

E. Work-Related Injuries and Illnesses

If you receive an injury or illness at work, no matter how minor, you must report the injury immediately to your supervisor. UEC maintains well-supplied first aid stations to care for minor injuries and illnesses. An accident report must be completed immediately, or as soon as possible, following every work-related injury or illness. *See Appendix A: Seeking Medical Attention.*

F. Quality and Productivity

Employees are responsible for the inspection and quality of their work. We depend on each employee to meet our high-quality standards. Our industry is highly competitive. Quality workmanship from the time the job is assigned until it is completed is absolutely necessary. Any broken link in the chain because of carelessness, indifference, or waste means a loss of effort for each employee who has come in contact with that job.

By making service and quality a top priority, we obtain higher customer satisfaction. Extra costs result from errors, but most importantly, the customer is dissatisfied when our quality goals are not met.

All employees are required to be at their jobs and ready to start work at the scheduled start of each day. Employees are also expected to remain at work until the end of the day, except during their recognized lunch breaks and rest breaks.

G. Uniforms

As an employee of United Electrical Contractors, Inc., you present an image of the company to our customers, vendors, and visitors. For this reason, all employees are to wear appropriate and professional clothes for their job function. This includes wearing the supplied UEC logoed items provided, and work boots for field electricians. An employee wearing clothing, including hats, displaying discriminatory or illegal drug related annotations, profanity, or other offensive comments will be asked to change or may be sent home.

H. Jobsite Procedures

- The foreman shall track time and verify every week before sending the information to the office. Time sheets must be checked and signed each and every day. All time entries must be submitted every Monday before 9:00 A.M. **NO EXCEPTIONS!**
- Each employee must fill out timesheet daily and have them checked by management.
- Report any and all injuries promptly.
- Notify your supervisor 2 hours prior to your start time if you are not going to be on the job or at work that day.

- A “need list” shall be kept on each job and employees on the job shall cooperate with the foreman in keeping the list up-to-date. Do not wait until you are in desperate need of supplies to write them down. Do not order more materials than are needed.
- All large tools, when not needed for a period of time, should be returned to the warehouse or on-site storage.
- Employees are only permitted to use UEC tools, ladders, lifts, and equipment, unless otherwise authorized by the worksite foreman.
- All excess materials should be returned to the warehouse as soon as possible. This especially applies to material that is to be returned for credit.
- Cardboard cartons are to be dismantled, flattened and bundled for salvage. Junk should be boxed for disposal. Good housekeeping is everyone’s job and is a required safety procedure.
- Materials and tools should be kept in an area where they can be protected from theft, dirt, and damage.
- UEC considers it a serious safety hazard for an employee to use, possess, conceal, transport, or distribute illegal and unauthorized items such as drugs, look-alike drugs, alcoholic beverages, weapons, ammunition, drug paraphernalia or stolen property while on company premises, work areas, work locations, driving or riding in a company vehicle, or while in the course and scope of company employment.
- For your protection, and for the protection of others with whom you will be working, you may be required to submit your person, personal effects, vehicles (if on company or customer’s property), belongings, and all items to a search. You may also be required to submit to drug or alcohol testing. If any prohibited items are found, or if you refuse to submit to a search or test, you will be subject to disciplinary action up to and including termination.

I. Tool Requirements

A list of tools will be provided by management at your request and may be subject to change based on the jobs being assigned to you. Your position may change from time to time and therefore the list of tools required may change. Employees are required to provide their own basic tools. UEC will assist with the purchase of basic tools up to one week’s net income. A set amount will be deducted from the employee’s paycheck each week until the amount is paid in full. Any monies due upon termination will be deducted in full. Any unpaid balance beyond the final paycheck amount will be considered a debt to UEC and due immediately upon termination.

VIII. EMPLOYMENT POLICIES

A. Customer Relations

All employees are responsible for promoting the very best relationships with our customers. To achieve this, every employee must keep the needs of our customers in mind, and always project a professional and business-like image. Customer satisfaction is the key to a successful business.

B. Attendance

One of the costliest and disruptive problems that any company can face is absenteeism and tardiness. UEC has the right to expect regular attendance of all its employees.

The company has an absentee/tardiness policy. If you are tardy or must be absent, it is your responsibility to call your supervisor at least two hours prior to the start of the day. This is especially important in maintaining the day to day schedules on jobsites. Failure to do so may result in disciplinary action up to and including termination. Three or more consecutive absences for an illness will require medical documentation.

If you are a no call no show you may be given the following day off without pay. This policy applies to all days in which you are scheduled to work, including Saturday and Sunday. If you are a no call no show more than two times in a six-month period, you may be subject to termination. If you are late more than two times in a work week, you will be given a day off without pay. Vacation pay may not be used to compensate for the disciplinary time off.

C. Smoking

The company's offices are designated as non-smoking areas. Smoking is not allowed in any office. Job site smoking rules may vary and our employees must honor the rules of our customers.

D. Drug and Alcohol-Free Workplace Policy

United Electrical Contractors, Inc. is committed to providing a safe drug and alcohol-free workplace. UEC recognizes the dangers that use of alcohol and/or drugs have on the performance of employees, the safety of other, and the work environment. This policy applies to all employees, including regular full-time, part-time, or temporary employees, to promote an alcohol and drug-free workplace. The following actions are prohibited:

United Electrical Contractors, Inc. prohibits the use, sale, possession, manufacture, distribution, purchase or dispensing of drugs or alcohol, or being under influence of drugs or alcohol while on United Electrical Contractors, Inc. property or while engaged in United Electrical Contractors, Inc. business.

Under our employer rights, based on the laws of Michigan, United Electrical Contractors, Inc. will not accommodate the injection of marijuana in the workplace or any employee working while under the influence of marijuana, medically authorized or otherwise.

Definitions/Guidelines

1. Prescription drugs or over-the-counter medicines. Any employee taking prescription drugs or over-the-counter medication should notify their manager if they feel, or if their doctor has advised, that they may pose a safety risk to themselves or others while

taking any such medication. United Electrical Contractors, Inc. will treat the disclosure as confidential medical information, and if applicable, as a request for an accommodation of a disability.

2. For purposes of this policy, the term “drug” means:

- (a) Controlled substances (as defined in 21 U.S.C.A. ‘802) which cannot be legally obtained;
- (b) prescribed drugs whose prescription is no longer valid; or
- (c) prescribed drugs used contrary to the prescription.

3. Property: United Electrical Contractors, Inc. property as defined in this policy includes all land and buildings owned, leased, or used by United Electrical Contractors, Inc., or sponsored premises, in United Electrical Contractors, Inc. supplied or funded vehicles, during work hours, or while on any United Electrical Contractors, Inc. sponsored activity or at customer’s work sites.

4. Refusal to Take a Test: Any employee or applicant may be deemed to have refused to take a test if the employee or applicant fails to report to the designated laboratory with the presentation of the authorization of treatment and billing form within one hour of a request to report. Refusal to submit also means to tamper with the test. Due to extenuating circumstances, management, at its discretion can extend the time within which to report.

5. Safety Sensitive Position: Any position in which an employee drives a vehicle or uses heavy duty electronic or battery-operated equipment which belongs to United Electrical Contractors, Inc., a customer of UEC, or the employee in furtherance of his/her duties for United Electrical Contractors, Inc., as determined in the sole discretion of United Electrical Contractors, Inc.

Any employee, who is arrested, indicted, or convicted of a drug or alcohol violation while conducting United Electrical Contractors, Inc. business, or while operating an United Electrical Contractors, Inc. owned or leased vehicle must report this information to his/her immediate supervisor or the company president no later than five (5) days after such arrest, indictment, or conviction.

Testing for the Presence of Drugs and/or Alcohol

Newly hired employees are expected to read the United Electrical Contractors, Inc. Drug and Alcohol Policy.

To detect the presence of illegal drugs, controlled substances, and/or alcohol used improperly, management will direct employees to submit to a drug and/or alcohol test at UEC designated medical facility under the circumstances listed below. The testing laboratory will test for the presence of alcohol and/or a list of drugs. All initial positive drug screens will be confirmed by a second test and a Medical Review Officer (“MRO”) of the laboratory will review such results also, among other things; screen out legally

prescribed and used drugs. The MRO's screening process is confidential and legally prescribed and used drugs will not be disclosed to United Electrical Contractors, Inc. unless, in the MRO's medical opinion, the use may create a direct threat to the health or safety of the employee or others.

The testing laboratory will establish levels for the positive presence of drugs. The level of alcohol that will result in a positive result for all employees is .04. A positive drug and/or alcohol test will constitute being under the influence. The MRO will maintain the records and will only disclose the results and any other information it deems necessary to United Electrical Contractors, Inc. The following are circumstances which may prompt UEC to submit employees to drug testing:

1. **Applicants or Employees Transferred** to a new contract and/or a Safety Sensitive Position will be tested for the presence of drugs following an offer of employment. The offer is contingent on successful completion.
2. **Post-accident testing** for drugs and/or alcohol (depending on the circumstances) will be conducted when employees are involved in work-related accidents that result in any property damage or in bodily injury to self or others. Following any accident, the employee must notify his/her manager immediately. The employee must follow the instruction regarding drug and/or alcohol testing. In the event that an employee is so seriously injured that he/she cannot provide a sample to be tested, the employee will provide necessary authorization for United Electrical Contractors, Inc. to obtain hospital records that would indicate the presence of drugs. Failure to provide the authorization shall result in termination of employment.
3. **Reasonable Suspicion** Employees may be tested for drugs and alcohol on a cause related basis in which there is reasonable suspicion that an employee is under the influence of drugs or alcohol while on United Electrical Contractors, Inc. property or while engaged in United Electrical Contractors, Inc. business. All employees are subject to this type of testing. A determination that reasonable suspicion exists will be based upon specific, contemporaneous, articulate observation concerning the appearance, behavior, speech, or odor of the employee.
4. **Testing in accordance with a Continued Employment Agreement**

Disciplinary action may be taken, up to and including termination, if the following policy violations occur:

1. When an employee uses, is under the influence, possesses manufactures, distributes, dispenses, or sells drugs or alcohol while on United Electrical Contractors, Inc. property, or sponsor property, in United Electrical Contractors, Inc. supplied or leased vehicles, or during work hours or while doing United Electrical Contractors, Inc. business.

2. When an employee tests positive for the presence of alcohol and/ or drugs after being requested to take a test for the circumstances set forth above.
3. Refusal to submit to, or efforts to tamper with, drug and/or alcohol test for the circumstances set forth above, will result in disciplinary action, up to and including termination. Refusal to submit means failure to report to the approved designated laboratory within the requested time frame. In the event extenuating circumstances exist in post-accident testing situations, the amount of time to report and be tested can be extended by management. In the event that an employee is so seriously injured that he/she cannot provide a sample at the time of the accident, the employee will provide necessary authorization for United Electrical Contractors, Inc. to obtain hospital records or other documents that would indicate the presence of controlled substances or alcohol at the time of the accident. Failure to provide such authorization shall constitute a refusal.
4. When an employee stores in a locker, desk, automobile or other United Electrical Contractors, Inc. property or personal property brought onto UEC's, and/or customers' premises any drug or alcohol that has not been previously authorized as part of an approved organizational function.
5. When an employee is convicted under any criminal drug statute for a violation occurring on the job.
6. When an employee does not comply with the terms of a Continued Employment Agreement entered into as a result of testing positive for drugs and/or alcohol and the decision to continue employment.
7. When a return-to-duty, routine, or other referral during or following treatment for substance abuse, drug and/or alcohol test is positive.
8. United Electrical Contractors, Inc. may terminate employment if the employee tests positive for the presence of drugs or alcohol.

Employment will be suspended without pay pending the outcome of a drug and/or alcohol test.

If an employee tests positive for drugs or alcohol and United Electrical Contractors, Inc. decides, in its sole discretion, that there are extenuating circumstances not to terminate the employment relationship, employment may only be continued under the terms of an agreement.

All information obtained during the course of assessment and testing of employees for substance abuse shall be treated as confidential medical information and will be disclosed only to a member of management who have a legitimate reason for the information.

Nothing in this policy alters the at-will employment relationship.

E. Employee Conduct

In any successful organization, there is a need for certain rules to be followed by all employees. Failure to follow these rules will not be tolerated.

The list below is not all-inclusive. The company has the right to discipline or terminate any employee for any reason considered, by the company, as warranting discipline or termination.

1. Violation of the company's Substance Abuse Policy; use, possession, concealment, transportation or distribution of illegal or unauthorized items, drugs, look-alike drugs, alcoholic beverages, weapons, ammunition, drug paraphernalia or stolen property.
2. Failure or refusal to follow instructions, disrespect toward supervision, or other insubordination.
3. Misuse or destruction of company equipment, buildings, facilities or property.
4. Fighting, scuffling, provoking or instigating the same, or threatening, intimidating or coercing any other person(s).
5. Horseplay or any action that may endanger others.
6. Dishonesty or falsification of any company records. These records may include but are not limited to employment applications and time entries.
7. Theft of any kind.
8. Sleeping on the job.
9. Leaving the job site while on duty without prior permission.
10. Performance of non-company work on company time, property, or with Company equipment without prior permission.
11. Use or possession of another employee's tools or company tools without proper permission.
12. Restricting production or influencing others to do so.
13. Gambling on company time or property.
14. Failure to submit to a search or to a drug/alcohol test upon request.
15. Illegal, immoral or indecent behavior.
16. Violation of the company's Absentee/Tardiness Policy.
17. Violation of safety rules or safety practices.
18. Poor housekeeping.
19. Use of obscene or abusive language.
20. Removal or defacing of any material on company bulletin boards; postings of unauthorized materials.
21. Failure to observe parking or traffic regulations.
22. Unauthorized use of telephones.
23. Sloppy or poor-quality work; failure to work.
24. Failure to enter or leave the company premises through prescribed entrances.
25. Failure to adhere to the Company's Vehicle policies.
26. Discourtesy to a customer, vendor, or the general public resulting in a complaint or loss of good will.

27. Breach of confidentiality relating to employer, employee, customer, or vendor information.
28. Providing false or misleading information to any company representative or in any company records, including the employment application, benefits forms, time entry, expense reimbursement forms and similar records.
29. Unauthorized use of company a credit card.
30. Any other offenses of similar magnitude.

IX. WORK WEEK INFORMATION

A. Weekly Work Schedule

The company strives to operate on a normal schedule of eight (8) hours per day, five (5) days (Monday – Friday) per week. However, the nature of the business does not always allow us to adhere to a fixed schedule. An employee who has worked less than 40 hours between Monday-Friday may be mandated to work on Saturday and will not receive overtime pay until 40 hours of actual work has been completed for the week. For calculating overtime, the workweek begins on Sunday and ends on Saturday.

B. Overtime Work

Every effort to schedule work as efficiently as possible is made by the company. However, in our service-oriented business, we are occasionally unable to meet deadline demands through our normal schedule. At these times, we need to schedule some employees for overtime work. If needed, hourly employees will be asked to work overtime by their manager or company officer. Overtime is defined as hours worked over 40 hours per work-week. Hours worked does not include holiday, vacation, or sick time paid.

C. Rest, Smoking, and Lunch Breaks

At the supervisors' discretion rest break may be allowed during the day. Unauthorized breaks may result in disciplinary action.

Each employee working a shift of eight (8) hours or more is entitled to a lunch break. The lunch break will be from 11:00 a.m. to 11:45 a.m. and is unpaid.

Smoking is limited to lunch breaks. Other smoking limitations may apply.

D. Vacation and/or Personal Time Off Scheduling

Your supervisor must approve all scheduled days off at least one week before the requested days off. Vacations longer than three (3) days must be approved at least thirty-days (30) in advance. Exceptions will be made in case of family emergency. Authorization forms are available from your manager to submit for approval.

E. Time Entry

All time worked is to be assigned to a job. The job foreman is responsible for keeping track of hours worked for each employee under his/her direction. Employees are responsible for signing and verifying the accuracy of his/her timesheet. It is the employee's responsibility to ensure that job numbers, hours worked, travel time, and material reimbursements have been recorded accurately. Errors made on one's own timesheet, resulting in an underpayment, may not be corrected until the next scheduled payday.

Time worked for each employee will be electronically submitted each Monday morning for management to review. Hard copies of timesheets must be turned into the office by 7:00 a.m. every Monday.

All employee timesheet errors will be corrected and paid on the next regularly scheduled payday. If an employee believes a mistake was made on their paycheck they should contact the office immediately. Administrative errors will be corrected the same day upon notice from the employee. No immediate correction will be made if the employee has cashed their paycheck. In the event the payroll check has been cashed, adjustments will be made on the next scheduled payday. All payroll checks that are being re-issued must be turned into the office to be voided per office procedure.

F. Performance Evaluations – *Non-Registered Apprentice*

United Electrical Contractors, Inc. believes that each person needs and appreciates feedback on their overall performance. The company also believes each person should be given the opportunity to share thoughts about their job, performance, and about the company in general. This exchange should occur on a continuing basis. In most situations the appraisal process is informal through on-going communications between the employee and supervisor.

UEC provides Performance Evaluations for all non-registered apprentice employees on the following schedule:

<u>Position</u>	<u>Reviews</u>
New Employee	Completion of 90 calendar days
All Employees	Annually

Hourly pay rates are reviewed at this time and may be adjusted up or down based on each person's overall performance and responsibilities. Any raise that is awarded will become effective on the 2nd full work week after the date of the evaluation.

Performance Evaluation – Registered Apprentice

All registered apprentices will serve a probationary period. The probationary period cannot exceed 25% of the length of the program, or one year, whichever is shorter. The term of the program is 4 years with an attainment of 8,000 hours supplemented by the required hours of related instruction. A probationary apprentice evaluated as satisfactory after a review of the probationary period will be given full credit and continue in the program.

Apprentices will be paid a progressively increasing schedule of wages during their apprenticeship based on the acquisition of increased skill and competence on the job and in related instruction courses. *Any raise that is awarded will become effective on the 2nd full work week after the date of the evaluation.* If an apprentice related instruction or on the job progress is found to be unsatisfactory, the apprentice will continue in a probationary status, or be required to repeat a process or series of processes before advancing to the next wage classification.

UEC provides Performance Evaluations for all registered apprentice employees on the following schedule:

<u>Position</u>	<u>Reviews</u>
Newly Registered Apprentice	Completion of 90 calendar days
After Probationary Period	Semi-Annual

G. Lay-Offs

Business circumstances may dictate a temporary or permanent reduction in the size of the work force. Compensation and benefits terminate as of the last day of work. However, UEC will attempt to identify employees who are the most qualified to perform the work available based on qualifications, productivity, attendance, general performance record, and other factors the company considers relevant in each case. When the company considers these factors to be relatively equal, decisions will be guided by relative length of service.

H. Termination of Employment

Employees are not under any expressed or implied contract of employment for either a definite or indefinite length of time. The company and the employee each have the right to terminate employment at any time, with or without cause, and with or without notice. Either party, at its discretion, may exercise this right.

Upon termination of employment, the employee is responsible for returning any company property in their possession. The employee is also responsible for satisfying any expenses

they may have incurred before leaving. If not paid, UEC will deduct the amount owed from regular pay, vacation pay, or other benefit payments owed to the employee.

I. Confidentiality of Company Information

During the course of your employment, you may be provided with or have access to confidential information which is the property of UEC. All such records, papers, information, and documents to which any employee may have access to in the course of their employment may only be used and disclosed in the conduct of your job in accordance with this policy. All such records, papers, information and documents will remain the property of UEC during and after the terms of employment. Employees will not be permitted, either directly or indirectly, under any circumstances or at any time, to disclose to any person, firm, association, or corporation any confidential information acquired in the course of employment with the company. Any and all confidential information relating to ideas, concepts, discoveries, improvements, devices, processes, products, computer programs, customer lists, personnel information, prospect lists, and/or any other information gained by the employee during the term of employment, or received from third parties by UEC, are included within the scope of this restriction.

J. Social Security Number Privacy Policy

It is the policy of United Electrical Contractors, Inc. to protect the confidentiality of social security and federal ID numbers obtained from employees, customers, vendors, or contractors or any other person in the course of its business. No employee, agent, or contractor of United Electrical Contractors, Inc. shall knowingly obtain, store, transfer, use, disclose, or dispose of a social security and/or federal ID number that United Electrical Contractors, Inc. obtains or possesses except in accordance with the Michigan Social Security Number Privacy Act, other applicable state and federal law and this policy. United Electrical Contractors, Inc. has established the following guidelines to assist all concerned in protecting the privacy of social security and/or federal ID numbers:

1. Employees, agents, and contractors shall treat as confidential all social security and/or federal ID numbers to which they have access by reason of their employment or business relationship with United Electrical Contractors, Inc.
2. Employees, agents, and contractors are prohibited from disclosing, using, copying, or displaying (on a computer screen or otherwise), any social security and/or federal ID number to which they have access by reason of their employment or business relationship with United Electrical Contractors, Inc.
3. Access to files containing social security and/or federal ID numbers shall be limited to those employees, agents or contractors who have been authorized for such access.
4. Documents that contain social security and/or federal ID numbers will be destroyed at such time and in such manner so as to comply with applicable law. The destruction process shall insure that the confidentiality of such numbers is not compromised.

Any questions regarding this policy or its interpretation shall be submitted to Human Resources.

K. Confidentially of Employee Information

It is the policy of United Electrical Contractors, Inc. to protect the confidentiality of employee hourly pay and salaries. No employee of UEC shall disclose any personal information, including pay, benefits, dependent information, etc. of another employee except as required under the general course of business. Telephone calls received from credit companies, banks, etc. requesting information with regard to an employee's pay or personal information must provide a written document with employee's signature before releasing such information. The employee may also provide written permission to release information to a specific company. Employees providing such information are not mandated to provide their full name over the telephone, however, written forms and documents requesting their signature should be signed with full name and title.

X. COMPENSATION AND BENEFITS

A. Employment Status

For purposes of compensation and benefits, each employee is placed in one of the following classifications. UEC will re-evaluate your placement from time to time.

Regular Full-Time Hourly: an employee who is paid an hourly rate is normally scheduled to work a week consisting of forty (40) hours or more for an indefinite period of time.

Regular Full-Time Salary: a salaried exempt full-time employee is based upon an annual salary with a minimum base of 40 hours per week.

Regular Part-Time: an employee who is paid an hourly rate and is normally scheduled to work less than forty-hours (40) per week for an indefinite period of time.

Temporary: an employee who is paid an hourly rate and is scheduled to work either for a short time or periodically. An example would be replacement of an absent employee, for seasonal work increases, or for "on call" work.

Exempt employees that are paid on a salary basis may file a complaint as set forth below if they believe that their wages were not properly paid. A salary basis is regularly receiving a predetermined weekly amount (payable weekly, bi-weekly, monthly or as otherwise allowed by law) that is not subject to reduction because of variations in the quality or quantity of the work performed.

Subject to the exceptions outlined below United Electrical Contractors, Inc. will pay exempt employees their full salary for any week in which the employee performs any work without regard to the number of days or hours worked. Exempt employees will not be paid for any work week in which they perform no work.

The exceptions are as follows:

- (1) Absence from work for one or more full days for personal reasons, other than sickness or disability.
- (2) Absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with another policy provided by United Electrical Contractors, Inc.
- (3) United Electrical Contractors, Inc. can offset any amounts received by an employee such as jury fees, witness fees, or military pay for a particular week against the salary due for that particular week without loss of the exemption.
- (4) Infractions of safety rules of major significance.
- (5) Unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules in accordance with United Electrical Contractors, Inc.'s policies.
- (6) United Electrical Contractors, Inc. may pay a proportionate part of an employee's full salary for the time actually worked in the first and last week of employment. In such weeks, the payment of an hourly or daily equivalent of the employee's full salary for the time actually worked will meet the requirement.

If an employee believes that United Electrical Contractors, Inc. has violated this policy in any way, the employee may file a written complaint and submit it to their supervisor or company president. If it is determined that an improper deduction was made, United Electrical Contractors, Inc. will reimburse employee for that amount.

B. Pay Periods and Paychecks

For pay purposes, the workweek is a 7-day period, which extends Sunday through Saturday. The normal payroll period is weekly for all employees. UEC will hold back pay for one week. The paychecks will be distributed on Friday of each week.

If you believe there is an error in your paycheck, you are to report the error to the office immediately. Either a new check correcting the error will be issued or the error will be corrected by an adjustment in the next paycheck. Any employee who does not report his/her correct hours, travel time, or vacation time may be required to wait until the following payday for a correction to be made. All errors made by UEC administrative or management

staff will be corrected immediately. It is the responsibility of the employee to confirm that all hours are reported correctly at the end of each work week.

Your paycheck is prepared with you as the only payee, and may not be cashed by anyone else. If you are not at work to pick up your paycheck, it will be mailed to your address on record with UEC. If you would like to have someone else pick up your paycheck, you must make arrangements for this in advance. If you request to have your paycheck re-issued because it was lost or stolen, you will be responsible for the bank's stop payment fee. The fee will be deducted from the re-issued check.

C. Wage Rates

The office can provide standard pay scales. These pay scales are broad in nature and can change from time to time. You may or may not fall within the pay scale. The pay scale is a guideline only to aid you and the managers determine your pay rate. Employees may receive more or less than the pay scale, depending upon performance.

D. Overtime Pay

Overtime is authorized work performed in excess of forty-hours (40) per work week. A non-exempt (hourly) employee who works overtime is compensated at the rate of one and one-half (1 ½) times the regular hourly rate for hours worked in excess of forty-hours (40) in a whole week. The work week begins on Sunday and ends on Saturday.

E. Reporting to the Jobsite, Per Diem

All employees will report to the jobsite on their own time and will furnish their own transportation. If a company vehicle is going to a job site, employees are permitted to ride along with no compensation for their ride time. An employee's time starts when they arrive at the job site and begin working. A per diem may be paid on jobs over sixty miles from the shop. A per diem, if any, will be determined on a job by job basis.

If a project requires an employee to stay out of town overnight, United Electrical Contractors, Inc. will pay a per diem for meals for each approved overnight stay. UEC will pay the full cost of motel rooms with two men or two women per room. UEC has the right to select the accommodations. Per Diem rates are for hourly paid employees only. Salary employees will receive a per diem for necessary expenses, but their supervisor must approve the amount in advance.

It is company policy that UEC's vendor deliver materials to the job site. In the event that materials are required from UEC's inventory, a requisition must be made to the warehouse personnel for on-site delivery.

F. Payroll Taxes and Deductions

Deductions from each employee's pay are made for taxes, as required by law. Your paycheck will show the amounts withheld for federal, state and local income taxes, and also the amount withheld for Federal Social Security tax ("FICA") and Medicare. In addition to your FICA withholding, United Electrical Contractors, Inc. contributes an equal amount of FICA and Medicare taxes on your behalf, to fund your Social Security benefits.

Other deductions from your paycheck will be made as required by law, or in accordance with authorization from the individual employee.

G. Fringe Benefits

Regular full-time employees who are actively working for United Electrical Contractors, Inc. are eligible for a number of fringe benefits. Employees are eligible for most benefits after completing ninety-days (90) of continued employment; however, some have additional requirements.

H. Holiday Policy

Our office is closed for business six holidays each year. Holiday pay is equal to eight hours each day. The following are paid holidays:

- | | |
|---------------------|---------------------|
| 1. New Years' Day | 4. Labor Day |
| 2. Memorial Day | 5. Thanksgiving Day |
| 3. Independence Day | 6. Christmas Day |

If one of these holiday falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the company will select either the following Monday or the preceding Friday as a substitute holiday. The company reserves the right to pay eligible employees in lieu of time off if the holiday falls on Saturday.

Only full-time regular employees and full-time salaried employees are eligible for holiday pay. Hourly employees become eligible after they have been actively employed with the company for 90 days. Salaried employees may receive holiday pay immediately upon joining the company.

Holiday pay eligibility shall further depend upon the employee's working eight regular hours on the workday preceding, and eight regular hours on the workday following the holiday. The only exceptions to this rule shall be as approved by the supervisor if the employee is ill and has submitted a doctor's statement, if the holiday falls during the employee's approved vacation period, or if the employee leaves work on the workday before or after the holiday because of a work-related accident or injury.

If a holiday falls within an eligible employee's approved vacation period, the employee shall be entitled to an additional day off at the beginning or end of the vacation period, or, at the company's discretion, to pay in lieu of that day. At times, business needs may require employees to work on a holiday. The company reserves the right to require an employee to work on a holiday.

Holiday pay shall be at the employee's regular straight-time rate, inclusive of shift premiums, times his regularly scheduled hours (not to exceed eight hours).

A holiday shall not be considered as eight hours worked for the purpose of computing overtime.

Part-time (including employees who participate in the job share program) and temporary employees, including summer employees, are not eligible for holiday pay.

Employees who need time off for religious observances should speak with their supervisor. The company will reasonably accommodate an employee's sincerely held religious belief.

I. Vacation Pay

1. Hourly Employees must submit an authorization form for payment

Hourly employees accrue vacation time based on a combination of years of service and hours worked with the maximum number of vacation days based on the schedule below:

<u>Years of Service</u>	<u>Hourly Rate</u>
1 st – 4 th year	1 Week (40 Hours)
5 th – 9 th year	2 Weeks (80 Hours)
10 th plus years	3 Weeks (120 Hours)

Vacation hours earned will be recorded on the employee's paystub in hourly increments.

Vacation pay increases will be earned at the time the pay rate is effective and/or at the time you receive your vacation pay. Upon separation of employment, eligible employees will be paid, along with the final paycheck, any unused earned and accumulated vacation time. Any unearned used vacation time will be deducted from the final paycheck. Vacation pay for earned and unused vacation accumulated will be calculated according to employee's current vacation pay. Any employee who does not give two-weeks (2) notice shall receive only vacation pay earned from the previous year and shall not receive accumulated vacation for the current year. If proper notice has been given, the accumulation of vacation pay during the year of separation will be paid on the next scheduled regular payroll date. Vacation hours accrue each week. Employees may carry over vacation time from one calendar year to another. Vacation shall not be considered as hours worked for the purpose

of computing overtime. Salaried Employees must submit an authorization form for payment

Salaried employees will be given vacation pay based on the following schedule:

<u>Years of Service</u>	<u>Hours Off</u>
1 st – 4 th year	40
5 th – 9 th year	80
10 th – plus years	120

Vacation time is allowed to be carried over from one year to the next. Vacations should be scheduled at least thirty-days (30) in advance and approved by the employee's supervisor. In the event that an employee is voluntarily or involuntarily terminated, any accrued but unused vacation time will be forfeited and will not be paid to the employee at the time of termination.

J. FRINGE BENEFITS

Please see applicable plan document and human resources to determine eligibility for fringe benefits such as 401(k), health and life insurance, and holiday pay.

1. Health Insurance

United Electric offers two health insurance plans, HMO HSA and HMO. UEC has two levels of employees for calculating health insurance premium costs to their employees. The first level is Clerical/Warehouse/Apprentice and the second is Journeyman/Manager. UEC will cover a portion of each employee's premium based on the employee's employment classification. Employees can elect dependent and/or family coverage at additional cost to the employee.

2. Life Insurance

United Electric provides life insurance to all full-time employees. The amount of company provided life insurance is \$10,000.00.

K. Apprenticeship School Policy

1. UEC apprentices are required to attend school. All courses are completely paid by the employee. UEC, at its discretion, may pay for an employee's tuition and deduct the full cost in weekly sums from the employee's paycheck. Upon termination, for any reason, any amount owing will be deducted in full from the employee's final paycheck. Any outstanding balance not covered by the final pay will be considered a debt owed to UEC and must be paid in full upon termination.
2. All UEC apprentices must be registered with the State of Michigan.

3. In addition, the employee will be subject to standard pay scales with automatic bi-annual pay raises. *See Appendix B -*

L. Military Leave

The rights of employees whose employment is interrupted by military duty are as defined by applicable federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law. Any employee who may need such leave should contact his/her supervisor to obtain more detailed information regarding their rights and obligations.

XI. LEAVES OF ABSENCE

A. Jury Duty

When you are called to serve on a jury, you will be granted a leave of absence without pay. Employees should make arrangements with his/her supervisor when this situation arises.

B. Bereavement

All employees are eligible for three paid days per calendar year for the death of an immediate family member. Members of the immediate family include spouses, parents, brothers, sisters, children, grandchildren, grandparents and parents-in-law.

Requests for bereavement leave should be made to your immediate supervisor as soon as possible. The company reserves the right to request written verification of the need for bereavement leave for the deceased.

C. Family Medical Leave of Absence (FMLA)

United Electrical Contractors, Inc. offers FMLA for employee who have worked at least 12 months, and have at least 1250 hours of services during the 12-month period. FMLA is offered for serious health conditions of a child, spouse, parent, or when you are unable to work because of your own health condition.

Employees may also take FMLA leave for specified reasons related to certain military deployments. An employee may take up to 26 weeks of FMLA leave on a single 12-month period to care for a covered service member with a serious injury or illness.

Men and Women have the same right to take FMLA leave to bond with their child. The leave must be taken within 1 year of the child's birth or placement. It must be taken as a continuous block or leave unless the employer agrees to allow intermittent (part time schedule) leave.

FMLA allows the employee to take up to 12 weeks of job protected time off. You can take leave as either a single block of time or multiple, smaller blocks of time. You may be required to use your paid vacation time during FMLA leave.

If you know you will need FMLA leave, you must give 30 days' advance notice. Otherwise, you must give notice as soon as possible. FMLA request forms are available from UEC's Human Resource Administrator. FMLA leave will not be considered without proper documentation. A full list of your rights and responsibilities are available upon request. The 12-month period officially begins on the first day an employee takes FMLA leave. The employee has 12 weeks of leave, total, to use during that 12 month.

When you return to work, you will be given the same job you left, or one that is nearly identical. If you exhaust your FMLA leave and are unable to return to work, UEC may or may not restore you to your previous position.

D. Other Leaves

United Electrical Contractors, Inc. understands that employees may need a medical or disability leave or additional disability leave for his/her own medical condition or disability. The employee must submit a written request for leave to his/her supervisor with as much advance notice as possible. Whether non-FMLA-medical leave may be used intermittently is within the discretion of management. Medical leave will usually only be permitted for absences that exceed three consecutive business days.

The need for the leave must be supported by medical documentation satisfactory to United Electrical Contractors, Inc. United Electrical Contractors, Inc. reserves the right to request that the employee be examined by a physician of United Electrical Contractors, Inc.'s choice to determine whether the employee is disabled, i.e., unable to perform the essential functions of his/her job with (or without) an accommodation, and unable to perform any other available work for which the employee may be qualified, and the appropriate length of the leave.

If the absence exceeds five work days before an employee may return to work from a medical leave, the employee is required to provide a certification from his or her doctor that the employee is able to resume work with or without accommodation.

Where an employee has completed at least ninety-days (90) of continuous employment the following may apply:

1. Pay and Benefits: Leaves under this provision are unpaid and benefits will not continue.
2. Duration: Leaves under this provision will be considered on a case-by-case basis based on the factual circumstances surrounding the need for leave and the ability of the employee to provide the leave. In the event leave is not granted or the employee's request exceeds that allowable by the employer, the employee may, nonetheless, be considered for re-employment as a new hire.

3. Return to Work: Reinstatement following a leave under this provision is not guaranteed. Employees who fail to return to work upon the expiration of an authorized leave will be considered a voluntary quit.

E. Other Benefits

The Company also complies with and contributes to other government-required programs for your benefit. These programs are not financed from general taxation, but from contributions paid by UEC on your behalf. Examples are worker's disability compensation insurance and state and federal unemployment insurance.

F. Pay Advance and Loans

UEC is unable to accommodate employee requests for loans and advances. Employees are to refrain from approaching management regarding personal loans or pay advances. The exception is a request for an advance on tool purchases and/or educational assistance.

XII. TERMINATION OF EMPLOYMENT

A. Resignation

Employees are requested to provide two (2) weeks written notice of their intention to resign. Failure to comply with this request may result in an employees' denial for future re-employment and/or forfeiture of accrued, but unused vacation time, where applicable.

B. Termination Procedures

Upon termination of employment, employees must return all UEC property and make final arrangements regarding any outstanding financial obligations to UEC, if applicable. UEC will attempt to schedule an exit interview with employees who voluntary resign to finalize all termination procedures.

Appendix A

SEEKING MEDICAL ATTENTION

EVERY UNITED ELECTRICAL CONTRACTORS, INC. (UEC) EMPLOYEE IS REQUIRED TO IMMEDIATELY REPORT ANY WORK RELATED ACCIDENT OR INJURY TO THE SUPERVISOR ON SITE. ALL ACCIDENTS/INJURIES MUST BE REPORTED EVEN IF THE EMPLOYEE IS NOT SERIOUSLY INJURED OR DOES NOT NEED OR WANT TO SEEK MEDICAL ATTENTION.

Life-Threatening injuries: Call 911. If possible, find someone who is First Aid/CPR/AED certified to assist the employee until the ambulance arrives. Some signs of life-threatening injuries include chest pain, confusion, being unresponsive, slurred speech, and broken bones visible through an open wound.

If in doubt call 911.

Serious Non-Life-Threatening injuries: The employee should be taken to the nearest hospital emergency room. Examples of non-life-threatening situations include broken bone not visible through an open wound, or a deep wound.

If in doubt call 911.

Non-Life-Threatening injuries: If immediate medical attention is needed, for a non-life threatening injury, the employee should go to the nearest *Urgent Care* Facility. UEC has an account with all Michigan *Urgent Care* facilities; all work-related injuries will be billed directly to UEC. If there is no *Urgent Care* Facility in the area, the employee should seek medical attention at the nearest walk-in facility if available within a reasonable distance. Non-life-threatening injuries would include minor cuts that may require sutures, strained muscles, and situations where the employee is coherent with no signs of trauma.

Appendix B

APPRENTICESHIP PROGRAM

United Electrical Contractors, Inc. has secured, with the U.S. Department of Labor, an apprenticeship program for the benefit.

Following are the qualifications as set forth by the program:

- ✚ Applicants must be not less than 16 years of age; provide copy of birth certificate or driver's license
- ✚ A high school diploma or GED equivalency is required; applicants must provide proof of graduation or GED records if applicable
- ✚ Applicants must submit a DD-214 to verify military training and/or experience if they are a veteran and wish to receive consideration for such training/experience
- ✚ Applicants must be physically capable of performing the essential functions of the apprenticeship program

Following are your responsibilities as set forth by the program:

- ✚ Complete and sign the *Program Registration and Apprenticeship Agreement*
- ✚ Must provide a copy of a **valid** apprenticeship card
- ✚ Perform diligently and faithfully the work of the occupation
- ✚ Respect the property of the employer and abide by the working rules and regulations of the employer
- ✚ Attend and satisfactorily complete the required hours in the training and in related instruction
- ✚ Maintain and make available such records of work experience and training received on-the-job and in related instruction; must provide proof of college registration and transcribes as classes are completed
- ✚ Develop and practice safe working habits

This program requires a commitment on the part of the employee to provide the records needed in order to verify completion of the four-year program.

Education assistance is available at the discretion of the employer. The apprentice may request an advance on educational expenses with an agreement to re-pay the full amount through payroll deductions.

A complete guide to the program is available upon request.

ACKNOWLEDGEMENT

**ACKNOWLEDGMENT OF RECEIPT OF PERSONNEL POLICIES,
EMPLOYMENT AT WILL, AND TIME PERIOD FOR CLAIMS**

I certify that I have received a copy of the Employee Handbook, have read, and fully understand the contents.

I understand that failure to comply with UEC’s policies and rules may result in disciplinary action up to and including termination.

I understand and agree that the employment relationship is at-will as set forth in the Employment Relationship section and I further agree to abide by the Time Period for Claims as set forth in that section.

I understand that UEC reserves the right to modify, eliminate or add to any rule, policy, procedure or benefit contained in this Handbook except that the policies in the Section titled Employment Relationship can only be modified as set forth in that Section.

I further acknowledge and understand that I am an employee at-will.

EMPLOYEE:

UNITED ELECTRICAL CONTRACTORS, INC.

By: _____

Its: _____

Dated: _____