# **United Electrical Contractors Inc.**



*Providing Services Throughout Michigan*

## EMPLOYEE HANDBOOK

### June 2019

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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 for a definite term, 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.

*William S. Flegler*, President

**UNITED ELECTRICAL CONTRACTORS, INC.**

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 UEC 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.

**III. COMPANY ORGANIZATION**

UEC 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, payroll, 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: provides support to the project managers, administer and organize project activities under the direction of the project managers.
* Human Resources: assist employees with required forms and information regarding health and life insurance, educational programs, 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**

UEC 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/or terminate these plans, policies, and benefits at any time.

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 and/or email communication. We also have company meetings, which are held to update all employees on various items regarding work in progress, projects being bid, fringe benefits, and other items of employee interest. These meetings usually last about one and one-half hours.

# **V. EMPLOYMENT RELATIONSHIP**

## At-Will Relationship

Employment with UEC is “at-will.” This means that your employment relationship with UEC is for no definite period of time and may be terminated at any time, with or without cause or reason, and with or without prior notice, at the will of either UEC or you. UEC 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, retained, or terminated or laid off; and to make all other decisions related to employment. Any prior understandings or agreements of continued employment are superseded by this Handbook.

## Modification of At-Will Relationship

Only the President of UEC has the authority to enter into an agreement contrary to the at-will relationship 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,” 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.

## Employment Classifications

This manual is applicable to all employees. 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).

## 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**

## Non-discrimination

UEC is an equal opportunity employer and abides by all applicable federal, state, and local regulations regarding fair employment practices. UEC does not discriminate against an employee on the basis of age, race, color, sex, religion, national original, 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, promotion, transfer, demotion, layoff, termination, rates of pay, and other forms of compensation or overtime.

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.

## Applicant or Employee Disabilities

UEC will comply with applicable federal and state law protecting the disabled. UEC will make reasonable accommodations for employees with disabilities to allow access to UEC 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. 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. If the applicant/employee fails to do so, his/her legal rights under Michigan law may be affected.

## Prohibition of Unlawful Discrimination/Harassment.

It is prohibited and unlawful for any employee, manager, or independent contractor of UEC 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:

### 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.

### 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 consists of verbal, written (including through social media), or physical conduct that denigrates or shows hostility or aversion toward an individual because of a protected characteristic or one of their 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, including through social media.

**F. Employee Dignity**

UEC 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 supervisors or management as 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, required insurance, and be approved by UEC’s vehicle insurance provider.

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.
* The use of any electronic device for sending or receiving text or email messages, accessing the internet, accessing social media applications, playing games, or taking photos while driving is strictly prohibited.
* 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, protective gloves, 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 immediately report the injury 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. The attached *Appendix A: Seeking Medical Attention* is incorporated herein*.*

**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 in addition call 517-999-0102 to report time off.
* 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 then 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**

Employees are required to provide their own basic tools. A list of required 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. UEC will assist with the purchase of basic tools by advancing funds for the purchase of tools in an amount up to one week’s net income. Any such advanced funds will be repaid through a payroll deduction on a schedule determined at the time of the advancement. Any monies still 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. 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 your shift, and to also call the office call-in line at 517-999-0102. 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.

**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

1. **Purpose**

UEC has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug use and abuse poses a threat to the health and safety of UEC employees and to the security of the company’s equipment and facilities. For these reasons, UEC is committed to the elimination of drug and alcohol use and abuse in the workplace.

1. **Scope**

This policy applies to all employees and all applicants for employment of UEC.

1. **Employee Assistance**

UEC will assist and support employees who voluntarily seek help for drug or alcohol problems before becoming subject to discipline or termination under this or other UEC policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including discharge.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications’ effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

1. **Work Rules**
2. Whenever employees are working, are operating any UEC vehicle, are present on UEC premises, or are conducting company-related work offsite, they are prohibited from:
   1. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia);
   2. Being under the influence of alcohol or an illegal drug as defined in this policy; or
   3. Possessing or consuming alcohol.
3. The presence of any detectable amount of any illegal drug, illegal controlled substance, or alcohol in an employee’s body system, while performing company business or while in a company facility, is prohibited.
4. UEC will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.
5. Any illegal drugs or drug paraphernalia may be confiscated and turned over to an appropriate law enforcement agency and may result in criminal prosecution.
6. **Required Testing**

*Pre-employment*

Applicants being considered for hire may be required to take and pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

*Safety-Sensitive Position*

Employees assigned to safety-sensitive positions within the company or on a particular project may be required to take and pass a drug test before beginning such position or at any time while in such position. Refusal to submit to testing will result in disqualification from the position and may result in discipline up to and including immediate termination of employment.

*Reasonable suspicion*

Employees are subject to drug and/or alcohol testing based on (but not limited to) observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. Examples include:

* Odors (smell of alcohol, body odor or urine);
* Movements (unsteady, fidgety, dizzy);
* Eyes (dilated, constricted or watery eyes, or involuntary eye movements);
* Face (flushed, sweating, confused or blank look);
* Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts);
* Emotions (argumentative, agitated, irritable, drowsy);
* Actions (yawning, twitching); and
* Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is required, the employee will be required to undergo a drug and/or alcohol test within two hours, if not sooner. Refusal by an employee will be treated as a positive test result and will result in discipline up to and including immediate termination of employment.

*Post-accident*

Employees are subject to drug and/or alcohol testing when they cause or contribute to accidents that damage any UEC vehicle, machinery, equipment, or property, or that result in an injury to themselves or another employee requiring offsite medical attention. In any of these instances, the employee will be required to undergo a drug and/or alcohol test within two hours, if not sooner. Refusal by an employee will be treated as a positive test result and will result in discipline up to and including immediate termination of employment.

1. **Collection and Testing Procedures**

Employees subject to alcohol testing will be directed to a UEC-designated facility and required to provide breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee’s breath alcohol concentration is .04 or more, a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests may, however, be a breath, blood or saliva test, at the company’s discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.

Applicants and employees subject to drug testing will be directed to a UEC-designated testing facility and required to provide urine specimens. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated, or substitute specimens. Collected specimens will be tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone, propoxphane and/or other illegal drug use. The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO) designated by UEC, who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. In no event will a positive test result be communicated to UEC until such time that the MRO has confirmed the test to be positive. Legally prescribed and used drugs shall not be disclosed to UEC unless, in the MRO’s professional opinion, the use may create a direct threat to the health or safety of the employee or others in connection with the employee’s employment with UEC.

1. **Consequences**

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense alcohol or an illegal drug in violation of this policy will be subject to discipline, up to and including termination.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, the employee’s work history/record and any state law requirements, UEC may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by UEC as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee may be immediately discharged from employment. Nothing in this policy affects or alters the at-will employment relationship.

Employees will be paid for time spent in alcohol or drug testing and then may be suspended without pay pending the results of the drug or alcohol test.

1. **Confidentiality**

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim, or other legal proceeding initiated by or on behalf of an employee or applicant.

1. **Inspections**

UEC reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees and visitors may be asked to cooperate in inspections of their persons, work areas, and property that might conceal drugs, alcohol, or other contraband. Employees who possess such contraband or who refuse to cooperate in such inspections are subject to discipline, up to and including termination.

1. **Crimes Involving Drugs**

UEC prohibits all employees, including employees performing work under government contracts, from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. UEC employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

UEC does not desire to intrude into the private lives of its employees but recognizes that employees’ off-the-job involvement with illegal drugs and alcohol may have an impact on the workplace. Therefore, UEC reserves the right to take appropriate disciplinary action for illegal drug use, sale, or distribution while off company premises, up to and including termination. All employees who are convicted of, plead guilty to, or are sentenced for a crime involving an illegal drug are required to report the conviction, plea, or sentence to management within five (5) days. Failure to comply may result in discipline, up to and including termination.

1. **Definitions**

“Company premises” includes all buildings, offices, facilities, grounds, parking lots, lockers, places, and vehicles owned, leased, or managed by UEC, or any site on which the company is conducting business.

“Illegal drug” means a substance whose use or possession is controlled by federal law but that is not being used or possessed under the supervision of a licensed health care professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.) “Illegal drugs” include marijuana, even if medically prescribed and legally acquired or used under state law.

“Refuse to cooperate” means to obstruct the collection or testing process; to submit an altered, adulterated, or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discipline, up to and including termination.

“Under the influence of alcohol” means an alcohol concentration equal to or greater than .04, or actions, appearance, speech, or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

“Under the influence of drugs” means a confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient’s name, the name of the substance, quantity/amount to be taken and the period of authorization).

**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 Drug and Alcohol-Free Workplace 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 employee either verbally or through social media.
5. Horseplay or any action that may endanger others.
6. Dishonesty or falsification of any company records, including but not limited to employment applications and time entries.
7. Theft or destruction 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, 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, either verbally or through social media.
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 credit cards or vendor accounts.
30. Any other offenses of similar magnitude.

**F. 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.

**G. 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 required 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 PTO or holiday time paid.

**H. 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 for field staff will be from 11:00 a.m. to 11:45 a.m. and is unpaid. Administrative staff lunch breaks may vary according to project priorities and individual preference. Lunch breaks must be accounted for, eating at one’s workstation/jobsite does not preclude an employee from deducting the time from their hours worked.

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

**I. Time Entry**

All time worked is to be assigned to a job. Employees are responsible for signing and entering their time on his/her paper timesheet or such other method as UEC may direct. It is the employee’s responsibility to ensure that job numbers, hours worked, travel time, and material reimbursements have been recorded accurately. Lunch breaks must be accounted for, eating at one’s workstation/jobsite does not preclude an employee from deducting the time from their hours worked. 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 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. Time sheets must be signed by the employee’s immediate supervisor.

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 made an error in recording their own time.

**J. Performance Evaluations**

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

*Registered Apprentices*

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’s performance in educational courses 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 formal performance evaluations for all registered apprentice employees approximately 90 calendar days after starting the apprenticeship program and semi-annually thereafter.

*All Other Employees*

UEC provides formal performance evaluations for all other employees approximately 90 calendar days after commencing employment and annually thereafter. *Hourly pay rates are reviewed during performance evaluations 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.*

**K. 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.

**L. 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, PTO pay, or other benefit payments owed to the employee.

**M. 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. No confidential information shall be shared verbally or through social media.

## N. Social Security Number Privacy Policy

It is the policy of UEC to protect the confidentiality of social security and federal ID numbers obtained from employees, customers, vendors, contractors, and others. 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 UEC obtains or possesses except in accordance with the Michigan Social Security Number Privacy Act, other applicable state and federal law, and this policy. UEC 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 UEC.

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 UEC except as required in the ordinary course of business or as authorized by law.

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.

**O. Confidentially of Employee Information**

It is the policy of United Electrical Contractors, Inc. to protect the confidentially 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 or by law. Inquiries received from third parties such as credit companies, banks, etc., requesting information with regard to an employee’s pay or personal information must provide a written document with the employee’s signature authorizing the release of the information before any such information can be released to them. The employee may also provide written permission to release information to a specific company.

**IX. COMPENSATION AND BENEFITS**

**A. Employment Status**

For purposes of compensation and benefits, each employee is placed in one of the following classifications:

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

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

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.

An employee’s employment classification may be re-evaluated or modified by UEC at any time.

**B. Pay Periods and Paychecks**

For pay purposes, the workweek is a 7-day period, which begins on Sunday and ends on Saturday. The normal payroll period is one week for all employees with a one week delay.

If you believe there is an error in your paycheck, you are to report the error to the office immediately. Any employee who does not report his/her correct hours, travel time, or PTO 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.

**C. 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.

**D. Reporting to the Jobsite, Per Diem**

All employees are required to report to their assigned jobsite on their own time and to 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, UEC 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. Salaried 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.

**E. 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, UEC 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.

# **F. 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. 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.

Only regular full-time hourly 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 PTO time 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 PTO time period, the employee shall receive holiday pay in lieu of PTO for the 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 attempt to reasonably accommodate employees’ sincerely held religious beliefs.

**G. Paid Time Off (PTO Includes Paid Medical Leave)**

Regular full-time hourly employees, regular full-time salary employees, and regular part-time employees working 25 hours or more per week are entitled to PTO and/or paid medical leave as set forth below. Temporary employees and part-time employees working less than 25 hours per week are not entitled to PTO or paid medical leave. For eligible employees, PTO is intended to also satisfy the requirements of the Paid Medical Leave Act (“PMLA”).

All PTO and paid medical leave eligibility, accrual, and use is based on the calendar year, prorated for any partial year of employment. No PTO or paid medical leave may be used within the first 90 days of employment. A maximum of 40 hours of PTO or paid medical leave may be carried over from one calendar year to the next; any unused PTO or paid medical leave in excess of 40 hours at the conclusion of the calendar year is forfeited. PTO and paid medical leave must be used in minimum increments of 1 hour. Authorization forms may be required and UEC call-in procedures apply to the use of PTO and paid medical leave. PTO and paid medical leave used shall not be considered when determining eligibility for overtime. The rate of pay for PTO and paid medical leave shall be the applicable rate at the time of use. To the extent that there is a deficit of PTO or paid medical leave (i.e. more used than accrued) at the time of an employee’s separation for any reason, each employee agrees and authorizes UEC to deduct an equivalent amount from their final paycheck.

*Regular Full-Time Hourly Employees*

Regular full-time hour employees are eligible for and accrue PTO according to the following schedule:

|  |  |  |
| --- | --- | --- |
| Years of Service | Maximum PTO Per Year | Rate of Accrual Per Work Week |
| 1-4 | 40 hours | 1 hour |
| 5-9 | 80 hours | 1.539 hours |
| 10+ | 120 hours | 2.308 hours |

For accrual purposes, a work week is a week in which the eligible employee works at least 35 hours.

Regular full-time hourly employees may use PTO for any purpose, including vacation, personal days, or reasons covered by the PMLA. Except for emergency purposes covered by the PMLA, the use of PTO must be scheduled at least 1 week in advance with supervisor approval. Except for emergency purposes covered by the PMLA, the use of PTO for more than 3 consecutive days must be scheduled at least 30 days in advance with supervisor approval. Written documentation may be required for uses of PTO for unscheduled purposes covered by the PMLA.

Upon voluntary separation of employment, regular full-time employees shall be entitled to payment for up to 80 hours of accrued but unused PTO so long as the employee has given 2 weeks’ prior notice of resignation. Upon involuntary separation or voluntary separation without 2 weeks’ prior notice, all accrued but unused PTO shall be forfeited and the employee shall not be entitled to any payment for the same.

*Regular Full-Time Salary Employees*

Regular full-time salary employees are eligible for and accrue PTO according to the following schedule:

|  |  |  |
| --- | --- | --- |
| Years of Service | Maximum PTO Per Year | Rate of Accrual Per Calendar Week |
| 1-4 | 40 hours | 1 hour |
| 5-9 | 80 hours | 1.539 hours |
| 10+ | 120 hours | 2.308 hours |

Regular full-time salary employees may use PTO for any purpose, including vacation, personal days, or reasons covered by the PMLA. Except for emergency purposes covered by the PMLA, the use of PTO should be scheduled at least 30 days in advance with supervisor approval. Written documentation may be required for uses of PTO for unscheduled purposes covered by the PMLA.

Upon voluntary separation of employment, regular full-time salary employees shall be entitled to payment for up to 80 hours of accrued but unused PTO so long as the employee has given 2 weeks’ prior notice of resignation. Upon involuntary separation or voluntary separation without 2 weeks’ prior notice, all accrued but unused PTO shall be forfeited and the employee shall not be entitled to any payment for the same.

*Regular Part-Time Employees*

Regular part-time employees who regularly work more than 25 hours per week are entitled to accrue and use paid medical leave in accordance with the PMLA and this policy, as may be amended by UEC. In the event of a conflict between the PMLA and this policy, the PMLA shall control. Eligibility is based on the average hours worked by the employee in the prior calendar year. For new hires, eligibility in the calendar year of hiring is determined by UEC at the time of hiring based on UEC’s expectation of hours to be worked by the employee during the calendar year of hiring.

Eligible employees shall accrue 1 hour of paid medical leave for every 35 hours actually worked. No employee shall accrue more than 1 hour of paid medical leave in any single calendar week nor more than 40 hours of paid medical leave in any calendar year. Accrued paid medical leave may only be used for an existing scheduled shift. No employee may use more than 40 hours of paid medical leave in any calendar year.

Unused accrued paid medical leave shall be forfeited upon the termination of employment for any reason and no employee shall be entitled to any payout of or compensation for unused accrued paid medical leave at any time or for any reason other than valid and proper use of accrued paid medical leave during the course of employment in accordance with this policy and the Act.

Paid medical leave may only be used for the following:

a. Physical or mental illness, injury, or health condition of the employee or his or her family member;

b. Medical diagnosis, care, or treatment of the employee or employee’s family member;

c. Preventative care of the employee or his or her family member;

d. Closure of the employee’s primary workplace by order of a public official due to a public health emergency;

e. The care of his or her child whose school or place of care has been closed by order of a public official due to a public health emergency;

f. The employee’s or his or her family member’s exposure to a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider; or

g. For domestic violence and sexual assault situations:

i. Medical care or psychological or other counseling;

ii. Receiving services from a victim services organization;

iii. Relocation and obtaining legal services; or

iv. Participation in civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

An eligible employee needing to use accrued paid medical leave must provide at least 1 week notice unless the circumstances necessitating the use of paid medical leave do not allow for 1 week notice, in which case the employee must provide as much prior notice as possible under the circumstances. Notice must be given in accordance with the call-in policy. Within 3 days after using accrued paid medical leave, the employee must provide written documentation establishing that the employee’s absence was for an authorized purpose under the PMLA. For medical care, written certification from a health care provider is required. Failure to comply with this policy, including the notice and documentation requirements, will result in absences from scheduled shifts being unpaid and will potentially result in discipline up to and including termination.

**H. Fringe Benefits**

UEC offers fringe benefits to regular full-time hourly and salaried employees, including a 401(k) retirement savings plan, health insurance, and life insurance. Details regarding eligibility, available benefits, and employee costs are available from the human resources department. All benefits are governed by the applicable plan documents. UEC reserves the right to modify, suspend, or eliminate any fringe benefits at any time.

## I. Military Leave

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

**X. 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.

**C. Family and Medical Leave Act**

UEC will comply with the federal Family and Medical Leave Act of 1993 (FMLA) regarding requests for unpaid leaves of absence that are submitted by eligible employees under the act. Such leaves of absence will be subject to the following:

1. Any employee on a leave under FMLA will not accrue length of service or employment benefits during the period of the leave.
2. Employees must make requests for planned leaves of absences under the FMLA to the President or the human resources department, in writing, at least 30 days before the date that the leave is to commence. For unplanned leaves, the employee must provide as much notice as is possible under the circumstances.
3. If a leave under the FMLA is for planned medical treatment of the employee or a member of the employee’s immediate family, the employee must attempt to schedule the treatment so that UEC’s business operations are not unduly disrupted.
4. UEC may require employees requesting FMLA leave to provide medical certification supporting the need for a leave due to a serious health condition affecting the employee or an immediate family member of the employee.
5. UEC may require that any employee on FMLA leave submit to other medical examinations for subsequent medical opinions and periodic recertification at the UEC’s expense.
6. UEC may require that employees on a leave of absence under the FMLA provide periodic reports regarding the employee’s leave status and intent to return to work.
7. FMLA leaves will be granted on a rolling 12-month basis rather than a calendar-year basis.
8. Employees may be required to use available PTO as part of an unpaid FMLA leave.

Employees are encouraged to contact the human resources department if additional information regarding the FMLA is needed or desired.

**D. Other Leaves**

Unpaid leave may be granted in other circumstances on a case-by-case basis and with such conditions or restrictions as UEC may deem appropriate.

**E. Other Benefits**

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

**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 only exceptions are requests for an advance on tool purchases and/or educational assistance.

# **XI. 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’ ineligibility for future re-employment and/or forfeiture of accrued but unused PTO, 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-threating injures include chest pain, confusion, being unresponsive, slurred speed, 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.

**ACKNOWLEDGEMENT**

I acknowledge that I have received a copy of the June 2019 United Electrical Contractors, Inc. (“UEC”) Employee Handbook and that I have read and fully understand the contents.

I understand that the Employee Handbook is not intended to be a contract, but that my 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 and that my employment may be terminated can be terminated at any time by UEC or by me. I further understand and agree that this at-will employment relationship can be modified only through an explicit written modification signed by UEC’s president.

I understand that UEC reserves the right to modify, eliminate or add to any rule, policy, procedure, or benefit contained in the Employee Handbook except as otherwise explicitly set forth therein.

I agree that, in consideration for my employment or continued employment, and to the fullest extent permitted by law, any claim or lawsuit arising out of my employment with, or my application for employment with, UEC must be filed or otherwise formally initiated no more than 180 days after the date of the action or occurrence giving rise to the claim or suit and waive any statute of limitations providing for more than 180 days for such a claim or suit. To the extent that any claim or suit is subject to a shorter limitations period under applicable law, such shorter limitations period shall apply to such claim or suit.

**EMPLOYEE:**

/s/

Name:

Dated: