

***D.M.H. Electric Inc.***

***An Employee Owned Company***

**EMPLOYEE POLICIES & HANDBOOK**

## TABLE of CONTENTS

1.0	Welcome.....	4
1.1	Welcome.....	4
1.2	At-Will Employment .....	5
2.0	Introductory Language and Policies .....	6
2.1	Ethics Code .....	6
2.2	Revisions to Handbook .....	6
3.0	Hiring and Orientation Policies .....	6
3.1	EEO Statement and Nonharassment Policy .....	6
3.2	New Employees and Introductory Periods .....	8
3.3	Employment Authorization Verification .....	8
4.0	Wage and Hour Policies .....	8
4.1	Pay Period .....	8
4.2	Direct Deposit.....	8
4.3	Recording Time .....	9
4.4	Travel Time Pay .....	9
4.5	Overtime Authorization for Nonexempt Employees .....	10
4.6	Attendance Policy.....	10
4.7	Job Abandonment .....	10
4.8	Use of Company Credit Cards .....	10
5.0	Performance, Discipline, Layoff, and Termination .....	11
5.1	Performance Improvement.....	11
5.2	Pay Raises .....	11
5.3	Workforce Reductions (Layoffs).....	11
5.4	Standards of Conduct.....	11
5.5	Criminal Activity/Arrests .....	13
5.6	Drug and Alcohol Policy .....	13
5.7	Disciplinary Process .....	15
6.0	General Policies .....	15
6.1	Use of Company Vehicles .....	15
6.2	Authorization for Use of Personal Vehicle.....	16
6.3	Notice of GPS Monitoring Policy of Company Vehicles .....	16
6.4	Employee Suggestions/Open Door Policy .....	17

6.5	Personal Cell Phone/Mobile Device Use .....	17
7.0	Benefits.....	17
7.1	Regular Full-Time Employees .....	18
7.2	Regular Part-Time Employees .....	18
7.3	Exempt Employees .....	18
7.4	Health Insurance .....	18
7.5	Disability Insurance .....	19
7.6	Life Insurance .....	19
7.7	Dental Insurance .....	19
7.8	401(k) Plan .....	19
7.9	Continuing Education Policy and Tuition Assistance .....	20
7.10	Holiday Pay .....	20
7.11	Paid Time Off (PTO).....	21
7.12	Leaves of Absence (FMLA Covered Employers).....	21
7.13	Family and Medical Leave of Absence Policy.....	23
7.14	Jury Duty and Witness Leave.....	28
7.15	Bereavement Leave .....	28
7.16	Workers' Compensation Insurance .....	28
7.17	Unemployment Compensation Insurance .....	28
7.18	COBRA.....	29
8.0	Safety and Loss Prevention .....	29
8.1	General Safety Policy.....	29
8.2	Policy Against Violence .....	29
9.0	Customer Relations.....	30
9.1	Customer, Client, and Visitor Relations .....	30
10.0	Closing Statement .....	30
10.1	Closing Statement .....	30
11.0	Acknowledgment of Receipt and Review.....	32
11.1	Acknowledgment of Receipt and Review.....	32

## **1.0 Welcome**

### **1.1 Welcome**

Welcome to DMH Electric! We hope that your employment with the Company will be rewarding and challenging. We take pride in our employees as well as the services we provide.

Please take the time now to read this employee handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time.

Please understand that no employee handbook can address every situation in the work place. If you ever have questions about your employment, you are encouraged to ask them. If you have any difficulty reading or understanding any of the provisions of this handbook, please contact Human Resources. Likewise, if you have any suggestions related to Company policies or procedures, please let us know.

We wish you success in your employment here at DMH Electric, Inc!

All the best,

David Hinckley

Timothy O'Toole

## **1.2 At-Will Employment**

Your employment with the Company is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the company at any time, with or without notice and with or without cause.

Nothing in the employee handbook or any other Company document should be understood as creating guaranteed or continued employment, a right to termination only "for cause," or of any other guarantee of continued benefits or employment. Only ownership has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by ownership.

## **2.0 Introductory Language and Policies**

### **2.1 Ethics Code**

DMH Electric, Inc. will conduct its business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

### **2.2 Revisions to Handbook**

This employee handbook is our attempt to keep you informed of the terms and conditions of your employment, including Company policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as it determines to be in its best interest. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

## **3.0 Hiring and Orientation Policies**

### **3.1 EEO Statement and Non-Harassment Policy**

#### **Equal Opportunity Statement**

Our Company is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment which is free of harassment, discrimination, or retaliation because of sex, gender, race, religion, color, national origin, physical or mental disability, genetic information, marital status, age, sexual orientation, gender identity, military service, veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regards to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Company's Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against any employee who provides information about,

complains, or assists in the investigation of any complaint of discrimination or violation of the Company's Equal Employment Opportunity Policy.

We are all responsible for upholding the Company's Equal Employment Opportunity Policy and any claimed violations of that policy should be brought to the attention of your manager and/or human resource personnel.

## **Policy Against Workplace Harassment**

DMH Electric has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, gender, race, religion, color, national origin, physical or mental disability, marital status, age, sexual orientation, gender identity or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### **A. Sexual Harassment**

\* See Attached Addendum

### **B. Other Harassment**

Other workplace harassment is often verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, gender, race, religion, color, national origin, physical or mental disability, marital status, age, sexual orientation, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protected categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on the Company's premises, or circulated in the workplace; and (c) a display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

## **Reporting Discrimination and Harassment**

Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination or harassment is required to immediately notify their supervisor, Human Resources manager, or other manager at the Company.

DMH Electric prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. Discipline for violation of this policy may include, but is not limited to reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure no retaliation for making a complaint or cooperating with an investigation.

### **3.2 *New Employees and Introductory Periods***

The first 90 days of your employment is considered an introductory period. During this period you will become familiar with DMH Electric and your job responsibilities. During this time we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### **3.3 *Employment Authorization Verification***

All new hires and current employees are required by federal law to verify their identity and eligibility to work in the United States. You will be required to complete federal Form I-9 on the first day of employment. If this form and verification of employment eligibility is not completed during the first three days of employment, we are required by law to terminate your employment. If you are

currently employed and have not complied with this requirement or if your status has changed, please inform your supervisor.

## **4.0 *Wage and Hour Policies***

### **4.1 *Pay Period***

The standard pay period is weekly for all employees. Pay dates are Thursdays. Should any pay period fall on a holiday, you will be paid on the preceding workday.

### **4.2 *Direct Deposit***

Direct deposit is mandatory. DMH Electric uses ADP to provide weekly paystubs. Each employee has access to a mobile application and web service to view their paystubs and other payroll information. Employee receive a notification on Thursday's letting them know their paystubs are ready for viewing.



### **4.3 Recording Time**

All employees are required to input their time into a mobile application called CE Time Entry. Additionally, job foreman are required to submit a physical yellow timesheet to the project manager for approval. (See complete Time submission process detailed in your welcome packet called Timesheet Entry.)

### **4.4 Travel Time & Work Day Policy**

All employees are expected to drive up to an hour to a jobsite location, meaning the first hour of travel is on the employee. Once you go over that hour, you may charge for your travel time after the first hour. If it takes you 1 hour and 10 minutes, you will add 15 minutes travel to your daily time. (Round up to the nearest quarter hour). Travel time must be specified on timesheet as such. (hours onsite + minutes traveled = total hours). This only pertains to the morning commute to your first jobsite.

**Exception:** If the private jobsite is permitted in Boston or the surrounding cities (Brookline, Newton, Chestnut Hill, Cambridge ), you may add 1 hour of travel to your time and the Foreman or Lead Electrician must specify on timesheet submitted to PM and accounting. This is ONLY for traveling to Boston first thing in the morning. The commute back home does not count unless for any reason you are required to come back to the Shop. This is above and beyond what the law states which is, employers do not have to pay employees who travel directly to the jobsite.

If you are requested by a manager to come to the Shop at the beginning or the end of your workday to pick up or drop off tools, plans, material or anything else - your workday will start or end at the Shop.

If, however, you have independently made arrangements to meet a helper or licensed electrician to carpool from the shop (or anywhere else) to the job, then your day starts when you arrive at the jobsite. This is the same as if you were to drive directly from home to the jobsite. Everybody has the option to drive directly to the jobsite on their own.

### **Travel Away from Home Community**

Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the employee's workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. DMH Electric, Inc. will not consider as work time that time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

## **Per Diem**

Employees who do travel overnight will receive a \$30.00 per day meals allowance

### **4.5 Overtime Authorization for Nonexempt Employees**

All overtime must be approved in advance by your supervisor.

At certain times the Company may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Overtime pay of one and one-half an employee's regular rate of pay or average pay rate (if you perform work at different pay rates during the relevant week) is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

### **4.6 Attendance Policy**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisor. Employees may be required to provide documentation of any medical or other excuse for being absent or late.

The Company reserves the right to apply unused paid time off to unauthorized absences. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

If you do not call ahead of time if you will be absent or late, it could lead to disciplinary action including termination. Three absences, tardiness, or leaving early in a 90 day period shall be considered excessive and could lead to disciplinary action.

### **4.7 Job Abandonment**

If an employee fails to show up for work or call in with an acceptable reason for the absence for a period of three consecutive days, he or she will be considered to have abandoned his or her job and voluntarily resigned from the company.

### **4.8 Use of Company Credit Cards**

DMH provides a company credit card that is entrusted to the Journeyman Electricians for the purpose and ease of access for purchasing unexpected job related purchases of material as required for the job. Receipts are to be passed in immediately with the associated Daily Labor Sheet to eliminate the risk of being misplaced or lost.

We rely on these receipts for job costing and billing our customers for material. Without them material cost cannot be passed on to the customer. If there are

missing receipts from your credit card when the statement is paid your weekly paycheck will have a deduction for these charges. Once the payroll deduction is made, DMH will not reverse the charge if a receipt is passed in later.

For no reason is anyone authorized to make personal purchases on company issued credit cards.

Lost or stolen Company issued cards must be reported immediately to your supervisor or manager. Failure to follow this policy may result in disciplinary action up to and including discharge.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Performance Improvement**

DMH Electric will make efforts to annually review your work performance. The performance review will take place within a 2 week radius of employees anniversary date, or as business needs dictate. You may specifically request that your supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Company pay raises and promotions are based on numerous factors, only one of which is job performance.

### **5.2 Pay Raises**

Depending on the Company's financial health and other factors, efforts will be made to give pay raises consistent with Company profitability, job performance, and in accordance to the employee's performance review. DMH Electric may also make individual pay raises based on merit or due to a change of job position.

### **5.3 Workforce Reductions (Layoffs)**

If necessary based upon the needs of the business, management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for management and employees alike, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

### **5.4 Standards of Conduct**

DMH Electric wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all of our employees, clients, customers, and other stakeholders. Every employee has a shared

responsibility toward improving the quality of our work environment. By deciding to work at this Company, you agree to follow the Company's rules.

While it is impossible to list every item that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit the Company's right to discipline or discharge employees for any reason permitted by law. In fact, while we value our employees, the Company retains the right to terminate an employee on an "at-will" basis.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employee.
- Providing knowingly inaccurate, incomplete or misleading information when speaking on behalf of the Company or in the preparation of any employment related documents including, but not limited to, job applications, personnel files, employment review documents, intra-Company communication or expense records.
- Taking or destroying Company property.
- Stealing company owned property or material.
- Possession of potentially hazardous or dangerous property [where not permitted] such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment (as defined in our EEO policies) of, any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on the Company premises during working time (Refer to Non-solicitation/Non-distribution Policy).
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policies) language in the workplace.
- Outside employment which interferes with your ability to perform your job at this Company.
- Gambling on Company premises.

- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit employee rights under the National Labor Relations Act.

### **5.5 Criminal Activity/Arrests**

Involvement in criminal activity, whether on or off Company property, during employment may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether or not the employee's action was work-related, the nature of the act, or circumstances which adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

Employees are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as management has reason to view the source as credible.

### **5.6 Drug and Alcohol Policy**

DMH Electric considers drug and alcohol abuse a serious matter which will not be tolerated. The Company absolutely prohibits employees from using, selling, possessing, or being under the influence of illegal drugs, alcohol, or a controlled substance or prescription drug not medically authorized while at their job, on Company property, or while on work time.

Therefore, it is the Company's policy that:

1. Employees shall not report to work under the influence of alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized.
2. Employees shall not possess or use alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized while on company property or on company business.

The Company also cautions against use of prescribed or over-the-counter medication which can affect an employee's ability to perform his or her job safely or the use of prescribed or over-the-counter medication in a manner violating the recommended dosage or instructions from the doctor. Employees must have a valid prescription for any prescription medication [or medical marijuana] used by employees while working for the Company. Please inform your supervisor prior to working under the influence of a prescribed or over-the-counter medication that may affect your ability to perform your job safely. If the Company determines that the prescribed or over-the-counter medication does not pose a safety risk, you will be allowed to work. Failure to comply with these

guidelines concerning prescription or over-the-counter medication may result in disciplinary action, up to and including termination of employment.

A violation of this policy will result in disciplinary action up to and including termination of employment.

The Company may assist its employees who seek treatment or rehabilitation for drug or alcohol dependency. The company may consider continued employment as long as the employee adequately addresses continued concerns regarding safety, health, production, communication, or other work-related matters. Employees may also be required to obtain a medical clearance, and agree to random testing and a "one-strike" rule as a condition of continued employment.

### **Americans with Disabilities Act**

In addition to complying with the federal Drug-Free Workplace Act of 1988, DMH Electric must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

### **Drug-Free Workplace Policy**

DMH Electric, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all DMH Electric work locations is prohibited.
- Any DMH Electric employee convicted of a criminal drug statute violation occurring in the workplace must notify his or her supervisor of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, DMH Electric must inform contracting or granting agencies of such convictions within 10 days after receiving notification from the employee or otherwise receiving notice of a conviction.
- Upon receiving such notification, DMH Electric, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected employee to continue employment with DMH Electric, Inc., the employee must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.
- Under the [Massachusetts Regulation and Taxation of Marijuana Act](#), which went into effect on December 15, 2016, Massachusetts adults over the age of 21 may legally possess, use, purchase, and manufacture up to one ounce of marijuana in public. However, DMH Electric does not

permit the use, possession, or illegal selling of marijuana in the workplace. Employees may be disciplined.

If you have any questions, you may contact the Human Resources Department.

## **5.7 Disciplinary Process**

Violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate an employee where he or she violates the rules of conduct, or where the quality or value of the employee's work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at will" basis.

In appropriate circumstances, management will provide the employee first with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, the Company is not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, employees may be disciplined or terminated without any prior warning or procedure.

## **6.0 General Policies**

### **6.1 Use of Company Vehicles**

The driver of a Company vehicle is responsible for the vehicle while in his or her charge and must not permit unauthorized persons to drive it.

- Personal or outside business use is strictly prohibited.
- Only Company employees who have been prequalified to operate vehicles for the company are authorized to drive company owned vehicles for personal needs. The ONLY exception to this is when injury and/or death is imminent and the vehicle must be operated by others in an emergency.
- All fines, defense costs and other legal penalties arising out of ticketed offenses are the responsibility of the driver.

Drivers of Company vehicles are to immediately report all infractions or violations while driving a Company vehicle and all restrictions, suspensions, or revocations against their driver's license to their supervisor, manager, or Human Resources immediately.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify a supervisor or manager immediately.

The driver is responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

No person shall operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a company vehicle or drive a personal vehicle on company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, termination of employment is possible.

DMH requires all employees that are driving company owned vehicles to be responsible in protecting the care and safety of the vehicle and it's passengers at all times. This policy is not only for your own well-being and safety but for the responsible use and privilege, while obeying the law, when operating a company vehicle.

All drivers are expected to stay within the posted speed limits and will be strictly enforced. Speed readings from the GPS tracking system will be used to identify violators.

A written warning and a (1) day suspension from work with no pay will be necessary for violations up to three (3) occurrences. If persistent offenses continue beyond this a more severe measure of termination will be determined by the Owners, David Hinckley and Timothy O'Toole at that time.

Allowing trucks to run unattended can lead to vandalism. Unless you have a second key that allows you to keep your vehicle locked while running this practice is not acceptable. In the unfortunate event of an accident and deemed the driver careless/negligent, the following is mandatory:

- All paperwork related to the accident should be submitted to the office. (i.e. Accident report)

## **6.2 Authorization for Use of Personal Vehicle**

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. The Company may run a motor vehicle department check to determine an employee's driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

## **6.3 Notice of GPS Monitoring Policy of Company Vehicles**

Our company desires to strike the appropriate balance between today's technologies, an employee's desire for privacy, and the company's interests in



protecting its vehicles, equipment, and drivers. Due to safety, efficiency, and other business purposes, the Company uses GPS technology to monitor the whereabouts of our vehicles at all times.

Questions concerning the use of the system should be directed to Tom Ryan.

Any employee who abuses the privilege of driving company vehicles will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

#### **6.4 Employee Suggestions/Open Door Policy**

We welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

#### **6.5 Personal Cell Phone/Mobile Device Use**

While DMH Electric permits employees to bring personal cell phones into the workplace, employees must not allow the use of such devices to interfere with their job duties or impact workplace safety and health.

Use of personal cell phones at work can be distracting and disruptive and cause a loss of employee productivity. As a result, employees should primarily use such personal devices during nonworking time only, such as during breaks and meal periods. During this time, employees should use their device in a manner that is courteous to those around them. Outside of nonworking time, use of such devices should be kept at a minimum and limited to emergency use only. Employees with devices that have a camera and/or audio/video recording capability are restricted from using those functions on Company property or any jobsite unless authorized in advance by management, or used in a manner consistent with the rights of employees to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

Employees are expected to comply with Company policies regarding the protection of the employer's confidential and proprietary information when using personal devices.

While operating a vehicle on company time, an employee that needs to make or receive a phone call must pull off the road to a safe location unless he or she has the correct hands-free equipment for the device, and that device is in compliance with applicable state laws.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

Violation of this policy will be subject an employee to disciplinary action up to and including termination of employment.

## **7.0 Benefits**

### **7.1 Regular Full-Time Employees**

A regular full-time employee is an employee who has completed his or her introductory period and is regularly scheduled to work in excess of 30 hours per week. Unless stated otherwise, all the benefits provided to employees are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

### **7.2 Regular Part-Time Employees**

Any employee who works less than 30 hours per week is considered a part-time employee. Part-time employees are not eligible for Company benefits unless specified otherwise in this handbook or in the benefit plan summaries.

### **7.3 Exempt Employees**

If you are classified as an exempt employee at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are an exempt or nonexempt employee, contact your supervisor for clarification.

### **7.4 Health Insurance**

The Company provides its regular full-time employees who have completed 90 days of employment with health insurance at 40% Costs. Employees have the option of dependent coverage. Medical plan benefits for eligible employees and their dependents are described in detail in the Summary Plan Description (SPD) prepared by the insurance carrier that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the Company, unless otherwise required by law.

Health benefits during Family and Medical Leave Act (FMLA) leaves are maintained by the Company on the same terms as if the employee continued to work. Please contact Human Resources for clarification. In such circumstances, arrangements must be made by eligible employees to pay their share of the health insurance premium on a monthly basis to maintain insurance coverage.

Please contact the Payroll Department to determine the amount of your contribution. The Company's obligation to maintain health benefits stops when:

- An employee informs the Company of an intent not to return to work at the end of the leave period; or
- An employee fails to return to work when the FMLA entitlement is exhausted; or
- An employee's premium contribution is past due.

The Company will be entitled to recover premiums paid to maintain health insurance coverage for an employee who fails to return to work from leave.

Please understand that plan eligibility does not necessarily mean coverage for all medical treatments or procedures. In addition, under changed circumstances you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your medical benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The Company will mail you information about your COBRA rights.

### **7.5 Disability Insurance**

The Company provides employees with disability insurance when employees miss work due to nonwork related disabilities at 50% of the costs. Disability Insurance is mandatory for all full-time employees .

### **7.6 Life Insurance**

All regular full-time employees are provided with life insurance by the Company with a max benefit of \$25,000. You will be required to notify the benefits administrator of your intended beneficiary. Refer to Benefits Guide for details about the benefit.

### **7.7 Dental/Vision Insurance**

All regular full-time employees are eligible for the Company dental/vision plan upon start date. Dental/Vision plan benefits are described in detail in the Benefits Guide

### **7.8 401(k) Plan**

All regular full-time employees who have completed at least 30 days of employment are eligible to participate in the Company's 401K plan through John Hancock.

## **7.9 Continuing Education Policy and Tuition Assistance**

We believe in the continuing education of our employees. If the Company sends you to a class or training program during normal working hours related to your employment and you are a nonexempt employee, you will be paid training pay for that time. If you are interested in attending an outside class and having the Company pay for your attendance, you are required to provide advance written notice indicating a description of the class, including the subject matter, length, and cost. Depending on the type of training, the Company may reimburse some or all of the fees, including materials expenses, meals, and transportation. If your supervisor approves of your attendance at a non-company sponsored class, you will be reimbursed once you have attended and paid for the class.

DMH Electric, Inc. will pay 50% of tuition for Journeyman's License to full-time permanent employees with the following qualifications: Your course must be related to the electrical profession and be pre-approved by David Hinckley and/or Timothy O'Toole.

- Achieve a passing grade
- You must attend 90% of the classes
- Receipt for payment from Vocational School

License renewal Code Class update is also included in this program.

## **7.10 Holiday Pay**

DMH Electric offers the following paid holidays each year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a Company holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off, the holiday will be observed as your supervisor determines, on the employee's last day of work before the holiday or the first day of work following the holiday.

The Company reserves the right to close on another day or grant compensating time off instead of closing its offices. You will receive holiday pay if the holiday falls in the week when you are on vacation or leave of absence. You must work the day before and the day after a holiday to receive holiday pay, unless the day before or the day after is your normally designated day off, you are on vacation, or you have a doctor's note excusing your absence.

An employee must have satisfactorily completed the introductory period to be eligible for holiday pay. Holiday pay for full-time employees is computed at the

straight time rate of eight hours. In no case may an employee receive more than a normal day's wage for any holiday unless they worked that day.

### **7.11 Paid Time Off (PTO)**

Paid time off (PTO) is a combination of vacation time, sick time, and personal time. It provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off.

You will accumulate PTO each pay period worked and it is up to you to allocate how you will use it -- for vacation, illness, caring for children, school activities, medical/dental appointments, personal business or emergencies. The Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence. The amount of PTO earned will depend on your length of service with the Company.

All full-time employees will begin accrual of Paid time off (PTO) at a rate that equals two weeks or 80 hours (or 1.54 hours per pay period) for one year at the start of employment. Employees are eligible to begin accrual of a third week at the five year anniversary date at a rate of 2.31 hours per week.

Employees must make a formal request at least 2 weeks in advance for time off. The appropriate "Request for Time Off" form should be submitted and approved to the office and signed by David Hinckley, Tim O'Toole or Tom Ryan.

#### **Eligibility**

You are eligible to receive PTO if you are a regular status employee scheduled to work at least 30 hours per week.

#### **Termination**

You will be paid for all accrued and unused PTO when you leave the Company.

#### **Using Your PTO**

The minimum amount of PTO you can use at one time is one hour.

#### **Notice and Scheduling**

You are required to provide your supervisor with reasonable advance notice and obtain approval prior to using PTO. This allows for you and your supervisor to prepare for your time off and assure that all staffing needs are met. There may be occasions, such as sudden illness, when you cannot notify your supervisor in advance. In those situations, you must inform your supervisor of your circumstances as soon as possible.

### **7.12 Leaves of Absence (FMLA Covered Employers)**

A leave of absence (leave) is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military, or other

approved reasons. If an employee finds that he/she must be out of work for more than three days, he or she should contact the Human Resources department to determine if a leave of absence may be necessary.

While on leave, an employee must contact the Human Resources department at least every 30 days. This provision does not apply to employees taking Family and Medical Leave Act (FMLA) leave. Employees taking FMLA leave should consult the documents they are provided for FMLA leave or should discuss such notification or certification issue with Human Resources. Failure to contact HR upon request may result in voluntary termination of employment. Failure to return to work upon the expiration of the leave or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination of employment.

### **Required Documentation**

All requests for a leave of absence must be made on a Leave of Absence Request Form for the particular leave (FMLA, disability accommodation, military, pregnancy, other medical leave, personal leave, etc.) and submitted to the immediate supervisor. An employee must provide 30 days' notice when the need for the leave of absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the employee must provide notice to his or her immediate supervisor as soon as possible. Medical certifications and/or other documentation supporting the need for the leave may be required.

### **Job Benefits**

For leaves other than approved FMLA leaves, DMH Electric will pay its portion of the cost of the employee's benefits including health, dental, life, and disability insurance benefits while an employee is on leave for the end of the monthly billing cycle at which time a COBRA notification will be issued. Family and Medical Leave Act (FMLA) leaves of absence allow for up to 12 weeks of group health insurance continuation coverage in the same manner as if the employee continued to work. The employee must continue to pay his or her portion of the benefits which may be made by payroll deductions (when applicable) or by check which must be submitted to the Human Resources department each pay period unless other arrangements have been made. If the employee fails to pay his or her portion of the benefits for more than 30 days, the employee's coverage(s) will be terminated and the employee will be offered COBRA to continue benefits coverage.

While on leave, employees may be required to use any accrued PTO, vacation, or sick time (See Paid Time Off).

No benefits will be accrued while an employee is on leave. Except as otherwise provided by law, time spent on a leave of absence, except for military reserve duty, will not be counted as time employed in determining an employee's eligibility for benefits that accrue on the basis of length of employment.

### **Return to Work**

Upon return to work, the employee may be required to take a fitness for duty exam or otherwise provide medical clearance.

## **7.13 Family and Medical Leave of Absence Policy**

### **A. General**

We recognize that there are times when an employee may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA). Accordingly, we will provide eligible employees up to a combined total of 12 weeks of unpaid FMLA leave per leave year for the following reasons and any other leave authorized by the FMLA:

- **Parental Leave:** For the birth or placement of an adopted or foster child;
- **Personal Medical Leave:** When an employee is unable to work due to his or her own serious health condition;
- **Family Care Leave:** To care for a spouse, child, or parent with a serious health condition;
- **Military Exigency Leave:** When an employee's spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists); and
- **Military Care Leave:** To care for an employee's spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or was exacerbated while on active duty. **Note:** A leave of up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member.

### **B. Key Policy Definitions**

- **Eligible employees** under this policy are those who have been employed by our Company for at least 12 months (need not be consecutive months and under certain circumstances hours missed from work due to military call-up will also be counted) and have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. Employees who work in small locations with fewer than 50 employees within 75 miles, are not eligible for leave. However, employees should contact Human Resources to discuss other types of leave that might be available for the reasons listed in this policy.
- **Leave year** for the purposes of this policy shall be a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
- A **spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage arose.
- A **son or daughter** for the purposes of parental or family leave is defined as a biological, adopted, foster child, step-child, legal ward, or a child for whom the employee stood in loco parentis to, who is (1) under 18 years of age or, (2) 18 years of age or older and incapable of self-care because

of physical or mental disability. A son or daughter for the purposes of military exigency or military care leave can be of any age.

- A **parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to the employee when the employee was a son or daughter.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual shall be the only next of kin. In appropriate circumstances, employees may be required to provide documentation of next of kin status.
- A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions which may qualify, contact Human Resources.
- A **health care provider** is a medical doctor or doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
  - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - Attending official ceremonies, programs, or military events;
  - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
  - Making financial and legal arrangements;
  - Attending counseling sessions for the military service member, the employee, or the military service members' son or daughter who is under 18 years of age or 18 or older but is incapable of self-care because a mental or physical disability;
  - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
  - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events is available during a period of 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances



- arising from the death of a covered military member while on active duty;
  - Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g. arranging for alternative care or transfer to a care facility); and
  - Other exigencies that arise that are agreed to by both the Company and employee.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

### C. Notice and Leave Request Process

Foreseeable Need for Leave: If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least 30 days' notice. If 30 days' notice is not practicable, notice must be given as soon as possible. Employees are expected to complete and return a leave request form prior to the beginning of leave. **Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.**

Unforeseeable Need for Leave: If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. **Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.**

Leave Request Process: To request leave under this policy, employees must obtain and complete a leave request form from their supervisor or Human Resources and return the completed form to Human Resources. If the need for leave is unforeseeable and employees will be absent more than three days, employees should contact Human Resources by telephone and request that a leave form be mailed to their home. If the need for leave will be fewer than three days, employees must complete and return the leave request form upon returning to work.

Call-in Procedures: In all instances where an employee will be absent, the call-in procedures and standards established for giving notice of absence from work must be followed.

### D. Leave Increments

Parental Leave: Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental Leave must be completed within 12 months of the birth or placement of the child; however, employees may use parental leave before the placement of

an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave: Leave taken for these reason may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

#### **E. Paid Leave Utilization During FMLA Leave**

Employees taking parental, family care, military exigency and/or military care leave must utilize available vacation/PTO, personal days, and/or family illness days during this leave. Employees on personal medical leave must utilize available sick, personal, and vacation/PTO days during this leave. Employees receiving short- or long-term disability or workers' compensation benefits during a personal medical leave will not be required to utilize these benefits. However, employees may elect to utilize accrued benefits to supplement these benefits.

#### **F. Certification and Fitness for Duty Requirements**

Employees requesting family care, personal medical, or military care leave must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite the employee's diligent efforts. Failure to timely provide certification may result in leave being delayed, denied, or revoked. In the Company's discretion, employees may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Employees requesting a military exigency leave may also be required to provide appropriate active duty orders and subsequent information concerning particular qualifying exigencies involved.

Employees requesting personal medical leave will also be required to provide a fitness for duty certification from their health care provider prior to returning to work.

#### **G. Scheduling Leave and Temporary Transfers**

Where possible, employees should attempt to schedule leave so as not to unduly disrupt operations. Employees requesting leave on an intermittent or reduced schedule basis that is foreseeable based on planned medical treatment may be temporarily transferred to another job with equivalent pay and benefits that better accommodates recurring periods of leave.

#### **H. Health Insurance**

The Company will maintain an employee's health insurance coverage during leave on the same basis as if he or she were still working. Employees must continue to make timely payments of their share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. In this event, the Company will notify the employee 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at the Company's option, the Company may pay the employee's share of the premiums during the leave and recover the costs of this insurance upon the employee's return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if an employee does not return to work at the end of leave, the Company may require the employee to reimburse the Company for the health insurance premiums paid during the leave.

## **I. Return to Work**

Employees returning to work at the end of leave will be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before leave was taken. Employees may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

## **J. Spouse Aggregation**

In the case where an employee and his or her spouse are both employed by the Company, the total number of weeks to which both are entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, a husband and wife employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed because of an employee's own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

## **K. General Provisions**

**Failure to Return:** Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave will be deemed to have voluntarily terminated their employment.

**Alternative Employment:** No employee, while on leave of absence, shall work or be gainfully employed either for himself, herself, or others unless express, written permission to perform such outside work has been granted by the

Company. Any employee on a leave of absence who is found to be working elsewhere without permission will be automatically terminated.

False Reason for Leave: Termination will occur if an employee gives a false reason for a leave.

#### **7.14 Jury Duty and Witness Leave**

DMH Electric encourages employees to fulfill their civic duties related to jury service. Employees summoned for jury duty are entitled to paid time off for the first three days of jury service. For any additional days, time off will be unpaid. [Employees may opt to use any available accrued vacation time in place of unpaid leave.]

If you receive a jury summons, you must inform Tom Ryan as soon as possible to make arrangements for a leave of absence. DMH Electric reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

You are expected to return to work if you are excused from jury duty during regular working hours or released from jury duty earlier than expected.

#### **7.15 Bereavement Leave**

DMH Electric recognizes the importance of taking leave on the occasion of a death in the family. Employees are entitled to up to 2 days off with pay for the funeral of an immediate relative (mother, father, sister, brother, spouse, child, mother-in-law, grandparent, or grandchild). Pay is based on the regular rate for an eight-hour day. Authorized leave without pay is available for extended funeral matters. Personal leave time may also be taken when necessary. Employees taking bereavement leave must notify Human Resources of their intention to do so. The Company may request documentation to support absences for bereavement leave.

#### **7.16 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work related injuries. Workers' compensation insurance coverage is paid for by the employer and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job, no matter how slightly, you are to report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

#### **7.17 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by the Company and provides temporary income for employees who have lost their job under certain

circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

### **7.18 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Please contact Human Resources to learn more about your COBRA rights.

## **8.0 Safety and Loss Prevention**

### **8.1 General Safety Policy**

It is the responsibility of every employee of the Company to maintain a healthy and safe work environment. Please report all safety hazards and occupational illnesses or injuries to your supervisor immediately and complete an occupational illness or injury form as needed. Failure to follow the Company's health and safety rules can result in disciplinary action, up to and including termination of employment.

- It is a job requirement to use hardhat helmets and safety glasses at all times. DMH Electric will provide new employees with safety glasses and a hardhat helmet upon being hired. If for any reason an employee needs new safety glasses and/or helmet, please ask your project manager.
- Work boots are also required on industrial jobs. Steel-toe boots may be required for certain jobs.

### **8.2 Policy Against Violence**

The safety and security of our employees, residents, tenants, vendors, contractors, and the general public is of essential importance. Threats or acts of violence made by an employee against another person's life, health, well-being, family, or property will not be tolerated. Any act of intimidation, threat of violence, or act of violence committed against any person on Company property is prohibited. The following definitions apply:

- Intimidation: A physical or verbal act toward another person, the result of which causes that person to reasonably fear for his or her safety or the safety of others.
- Threat of violence: A physical or verbal act which threatens bodily harm to another person or damage to the property of another.

- Act of violence: A physical act, whether or not it causes actual bodily harm to another person or damage to the property of another.

No person shall possess or have control of any firearm, deadly weapon, or prohibited knife, as legally defined, while on Company property, except as required in the lawful course of business or as authorized by state law.

The following are prohibited:

1. Any act or threat of violence made by an employee against another person's life, health, well-being, family, or property.
2. Any act or threat of violence, which endangers the safety of employees, residents, tenants, vendors, contractors, or the general public.
3. Any act or threat of violence made directly or indirectly by words, gestures, symbols, or email.
4. Use or possession of a weapon on the Company's premises managed by the Company as permitted by state law.

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

Employees who violate this policy may be subject to criminal charges as well as discipline up to and including immediate termination of employment.9.0  
Customer Relations

### **9.1 Customer, Client, and Visitor Relations**

We strive to provide the best services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, please notify your supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, please inform your supervisor or a member of management. Lastly, please make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

## **10.0 Closing Statement**

### **10.1 Closing Statement**

Thank you for reading our employee handbook. We hope it has provided you with an understanding of the Company's mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful company and a safe, productive, and pleasant workplace.

David Hinckley

Tim O'Toole

DMH Electric, Inc.

## **11.0 Acknowledgment of Receipt and Review**

### ***11.1 Acknowledgment of Receipt and Review***

By signing below, I acknowledge that I have received a copy of the Employee Handbook and understand that it is my responsibility to read the Employee Handbook in its entirety. I agree to comply with the rules, policies, and procedures set forth herein, as well as any revisions made to the Employee Handbook in the future. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment.

I understand that the Employee Handbook contains information about the employment policies and practices of the Company. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the Company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by the owners in a written and signed document, the Company reserves the right to revise, delete, and add to the provisions of this Employee Handbook at any time without further notice. I understand that no oral statements or representations can change the provisions of this Employee Handbook. I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period. I understand nothing in this handbook is created to infringe on any available legal rights.

I understand that this Employee Handbook refers to current benefit plans maintained by the Company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

If I have questions about the content or interpretation of the Employee Handbook, I will ask my supervisor or Human Resources.

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Date

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Signature of Employee

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Print Name