TRIANGLE ELECTRICAL SERVICES, INC.

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Company Handbook For Employees

Company Handbook

This handbook is intended to inform you about Triangle Electrical Services, Inc. current policies, procedures, and benefits. Triangle Electrical Services, Inc. Is referred to throughout this handbook as the "Employer," the "Company," and "TES."

This handbook is not a contract for employment. All employees of TES are employed on an "at will" basis and may resign or be terminated at any time, for any reason, with or without cause. It is important that you read this handbook carefully and keep it handy so that you will be able to refer to it as the need arises.

As provisions change, you will be notified of changes and informed of where and/or how the new policies can be accessed.

Any questions about this handbook should be directed to you supervisor or manager.

Introduction

I would like to welcome you to Triangle Electrical Services, Inc.

It is not our intention to hire employees on a short-term basis, but to hire men and women who want to work and grow in their chosen fields. The continued growth of a company can only be achieved through the growth of its employees. We are committed to providing an atmosphere in which you can strive to meet your fullest potential.

This handbook was designed to ensure that all employees are treated equally and fair. Please understand that it cannot anticipate every situation, question, or problem, and as new issues arise the handbook will be amended to deal with them.

Triangle Electrical Services, Inc. has an open door policy to any of your questions, ideas or complaints. I cannot stress enough the importance of this. My door is always open.

We at Triangle Electrical Services, Inc. take much pride in the quality of our work and our service to our customers. It is only through this that we can be a successful contractor. Please always keep this in mind and strive for only the best. I am very happy to welcome you as a member of our team and look forward to many years together.

ROBERT BLITCHINGTON PRESIDENT

Company Goals

Triangle Electrical Services, Inc. is determined to make your employment with us a satisfying and rewarding experience.

It is our goal to:

1. To respect the individual rights of each employee and to

- treat all employees with courtesy and consideration.
- 2. To educate and train any employee who shows the initiative and concern to better themselves.
- 3. To seek and maintain employees of the highest quality.
- 4. To keep all employees informed of any changes, which might affect them and/or their families.
- 5. To discuss willingly and openly any concerns, problems, complaints, or questions concerning company policies, goals, procedures and benefits.
- 6. To promote employees on the basis of merit and abilities and to fill new positions, whenever possible, by transfer or promotion from within the company.
- 7. To develop competent management personnel who understand and meet the objectives of the company and are fair and equitable in their treatment of all employees.
- 8. To be internally equitable and externally competitive in compensating each employee in relation to his/her assigned responsibilities, professional ability, cooperation and personal development.
- 9. To provide equal employment opportunities to all employees on the basis of demonstrated abilities, experience and training without regard to race, color, religion, sex, national origin, age, marital status, veteran status, or disability.

Hours of Work

The basic work week is forty (40) hours. Employees' specific schedules will vary depending upon their job classification and the Company's needs.

The office is open for business between the hours of 6:30 a.m. and 5:00 p.m.

Field Construction Employees: Although hours at the job sites will vary, normally, job site hours are from 7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour unpaid lunch period, and one paid

Fifteen (15) minute break is allowed in the morning. The project manager on your job will determine the site hours with

the approval of the president. It is imperative that all employees be on-site with tools in hand and prepared to work at the designated starting time.

Time Cards

All personnel must complete time cards on a daily basis. Thorough completion of your time card will insure accurate paychecks. Time cards are a permanent record of employment. You must indicate your arrival and departure times as well as the time you leave and return from lunch. If you must leave the job for any reason, you must obtain permission from your supervisor and note it on your time card.

Field personnel must have their time cards signed daily by the job foreman or other designated person.

If you are absent, the specific reason for the absence (i.e., sick, personal, jury duty, etc.) must be noted on your time card.

If you are eligible for sick leave benefits, you must indicate on your time card that you wish to deduct the absence from your available sick time.

It is expressly forbidden for any employee to complete the time card of another employee. If an employee does complete another employee's time card, both employees will be considered guilty of a policy violation and may be terminated, effective immediately.

If a time card is not received from you, you will not receive a paycheck for that pay period.

Pay Periods

The pay period for all employees covers a two (2) week period, which begins on Monday and ends on Sunday. You will receive your paycheck on Friday for the preceding two (2) weeks.

Field employees will have their paychecks delivered to their job sites by Friday afternoon.

In the event that you resign and/or are terminated, your paycheck will be mailed to your home address unless you make different arrangements with the office.

Payroll Deductions

Taxes: Federal and state law require that employers deduct income tax from an employee's paycheck. The deducted amounts are turned over to Federal and State Treasuries, which then credit the amount to you at the end of the year. The amount of tax deductions are determined by your earnings and the number of dependents you claim.

<u>Social Security</u>: Social security is also deducted from your paycheck at rate established by law.

Health Insurance: Eligible employees, who have signed up for the group medical insurance, will have their share of the premium cost deducted from their paychecks on a bi-weekly basis.

Optional Deductions

Tool Purchase: If an employee has completed thirty days consecutive employment, they may elect to purchase tools through the company. The total cost of these tools cannot exceed \$100.00 per purchase. Employees may have the cost of the tools deducted through their paycheck at a minimum deduction of \$20.00 per week.

State And Federal Forms

Upon employment, you will be asked to complete a W-4 Form which shows the number of dependents you wish to claim. In January, each employee will receive a W-2 Form showing his/her total earnings, state, federal and social security withholdings for the previous year.

Federal, State, And Local Projects

If the company works on Federal, State or Local Government projects, specific prevailing wages and applicable fringe benefits will be in accordance with federal, state and local requirements.

Should you have any questions in regards to this matter, please contact the office.

Equal Employment Opportunity

TES is an equal opportunity employer. The Company will grant employment and promotion opportunities to all qualified persons without regard to race, color, religion, sex, national origin, age, marital status, veteran status, or qualified disability.

The Selection Process

Prior to employment, each applicant must complete an employment application, which includes references.

Employment is based upon a personal interview, qualifications, reference checks and verification of employment from previous employers.

Background Check Policy

All offers of employment at TES are contingent upon clear results of a thorough background check in compliance with the Fair Credit Reporting Act. Background checks will be conducted on all newly hired employee and on all employees who are being promoted, as deemed necessary.

Background checks will include:

Social Security: validates the applicant's social security number, date of birth, and former address. This may be covered by use of E-Verify.

Prior Employment: confirms applicant's employment with the provided companies, including dates of employment, position held, and additional information relevant to salary/wages, performance, reason for leaving, and eligibility for rehire.

Criminal History: confirms whether applicant has been convicted of any past crimes. This check will NOT include expunged criminal records. Criminal background checks will be done in full compliance with the Fair Credit Reporting Act.

Reference Check: calls and/or emails will be placed to the references provided on the applicant's employment application.

Education Verification: if education is an essential part of the applicant's job he or she is applying for, education

credentials will be verified. This may include a request for school transcripts and/or degrees or certifications received.

The following additional searched may be required in applicable to the applicant's position:

DMV Records: provides a report on an individual's driving history in the state of prospective employment. This search will be conducted when driving is an essential part of the job applied for. This check may also be run periodically on current employees where driving is an essential part of his or her job.

Credit History: confirms a candidate's credit history. This search will be run for positions that involve management of Company funds and/or the handling of cash.

Minor Labor Policy

TES requires that all employees hired to work in hazardous locations must be no less than eighteen (18) years of age. Minimum age to be employed by the Company is sixteen (16) years of age. If you are between the ages of sixteen (16) and eighteen (18), you must present a Minor's Release signed and dated by a parent and/or legal guardian, and/or a work permit. The release must be notarized and accompanied by proof of age.

Policy Against Harassment

TES is dedicated to providing a work environment, which is free of harassment. In order to insure that our Company remains free of such behavior, we maintain a strict policy which prohibits unlawful harassment, including sexual harassment and racial harassment. Our policy prohibits verbal, physical and visual harassment. "Harassment" is defined as any unwelcome advances and/or conduct that is so severe or pervasive that a reasonable person would find the work environment to be hostile, abusive, and/or intimidating. Any employee who feels that he/she is a victim of harassment may speak directly with the President or file a formal claim based on the Company's Grievance Procedure, as described in this handbook. Appropriate action and discipline will be taken to correct the situation.

Any employee who violates this policy may be terminated immediately, with or without notice.

Outside Employment

The Company considers your employment with us to be your first and primary work obligation. While we have no desire to control your personal affairs or regulate the use of you own time, should you determine that it is necessary to take a second job, it must not diminish your capability to fulfill your duties and obligations to our Company, including working overtime when necessary.

Should the Company determine that an employee's outside work interferes with his or her job performance or the ability to meet the requirements of TES employment at any time, the employee may be asked to terminate the outside employment. Refusal to comply with any reasonable request to terminate outside employment may result in immediate termination of employment with TES.

Any employee performing electrical work on their personal time for the Company's clients must be brought to the Company's attention immediately. The Company believes that these jobs belong to the Company and that this situation creates a conflict of interest (see Conflicts of Interest policy below).

Conflicts of Interest

It is critical to TES that our employees do not engage in conduct that constitutes an actual conflict of interest or gives the appearance of a conflict of interest. Therefore, the following guidelines shall be observed by all employees:

- 1) No employee shall engage in business to benefit competitors of TES, either directly or indirectly.
- 2) If an employee has a spouse, relative, or close personal friend that engages in business that is in direct competition with TES, the employee must disclose this fact, in writing, to the his or her manager. This policy also applies to relationships that may appear as a conflict of interest or otherwise lead to a potential conflict of interest.
- 3) Employees are forbidden from revealing confidential and/or trade secret information to anyone outside of TES (refer to Company Business Information/ Confidentiality Policy).
- 4) Employees shall not use inside knowledge and information for personal profit, nor should such information be disclosed to any non-employees of TES.
- 5) Employees may not use company funds for personal use, unless such use is approved by a manager.
- 6) Employees may not exploit any relationships developed during the course of Company business for personal benefit or the benefit of another.

7) Employees shall not lend or borrow money from a supplier.

Furthermore, if an employee is found to have performed side work for Company clients or is actively involved with another electrical contractor, he/she may be terminated without notice.

Company Business Information/ Confidentiality Policy

Company business, including but not limited to, such things as figures on wages, sales, cost, profits, jobs, bids, prices, customers, customer locations, production techniques, blue prints, take offs, bills of materials, estimating techniques, etc. are strictly confidential. Company business must not be discussed with persons not directly connected with the Company and/or persons not authorized to receive such information.

In addition to Company business, our clients and other parties with whom we do business entrust TES with important information relating to their businesses. It is out policy that all information considered confidential will not be disclosed to outside parties or employees absent a "need to know" basis. If there is a question of whether certain information is considered confidential, the employee should first check with his or her immediate supervisor.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications.

Any employee who violates this policy may be terminated immediately, with or without notice.

PROMOTIONS

TES is committed to the personal and professional development of our employees. It is our aim and desire that employees who demonstrate ability, conscientious effort and competent workmanship be given the opportunity to advance to a position with added responsibility. Whenever possible, we will make every effort to fill new positions through promotions from within the company. We are interested in your individual goals and ask that you keep us informed of them so that we may help you to achieve them.

PERFORMANCE APPRAISALS

Evaluation of employees is an ongoing process. Supervisors and/or foreman review an employee's performance in an informal

manner everyday. In order to support the growth and development of our employees, and in an effort to avoid haphazard or incomplete evaluations, each employee may participate every 12 months in a formal pay and performance appraisal. This appraisal will be conducted on or near an employee's anniversary date of employment and/or date of last salary increase.

Performance appraisals are designed to benefit you as well as the Company. They give you the opportunity to discuss your strengths, weakness and potential growth with TES. We sincerely hope that you use this formal time to your advantage by thinking about your work performance and goals prior to meeting with your supervisor and/or foreman.

OVERTIME

Due to the priority requirements of the services we provide, and in keeping with our commitment to satisfy or clients and customer's demands, overtime may be necessary to complete work on schedule. For these reasons we ask you to cooperate with requests for overtime services. Whenever practical, employees will be given at least forty eight (48) hours' notice in advance if overtime is necessary. As often as the situation allows us, overtime will be allotted on an equal basis to each employee qualified to carry out the essential duties and responsibilities of the job.

Employees that notify the office on Wednesday of their desire to work on Saturday will be given priority if such work arises. If a prior commitment prevents you from accepting overtime at a particular time, please notify your supervisor and/or foreman.

Employees who anticipate the need for overtime to complete the week's work must notify their supervisors or managers in advance and obtain approval prior to working hours that extend beyond their normal schedule (or 40 hours in a workweek).

CONTRACT LABOR

It is the company's policy to hire people as employees. Occasionally the need may arise to hire someone as an independent contractor. In order to qualify as an independent contractor, the person must:

- a) Provide a Federal Identification Number.
- b) Provide a Certificate of Insurance.
- c) Meet guidelines as published by the Internal Revenue Service as related to the degree of supervision Required, norm for industry, other clients, etc.
- d) Provide an invoice for services rendered.

If the person does not meet these requirements, he will be considered an employee. An independent contractor will not receive any Company benefits.

Independent contractors are not covered by worker's compensation Or unemployment benefits.

REDUCTION OF WORK FORCE

Should economic conditions make it necessary to reduce our work force, the primary basis for determining who will remain employed will include, but not be limited to:

- Jobs or work areas requiring employees.
- Skill and capability of each employee.
- Ability and willingness to work on assigned tasks.
- Length of Service.
- If the employee is an apprentice, consideration will be Given to the attendance, in good standing, of an Apprenticeship school/program.

Management will make the final decision as to whom will be affected by a reduction of the work force and will attempt to give reasonable notice to all affected if possible.

RECALL

If you have been terminated due to a reduction of work force, there is no guarantee that you will be recalled if hiring resumes. If an employee is recalled to work within a **three** (3) month period from their termination date, all benefits and seniority will be reinstated. The period of separation from the Company will not be included in the total time you have been employed with us.

RESIGNATIONS

If you decide to leave our Company, a letter of resignation should be submitted to your supervisor and/or foreman at least two (2) weeks prior to your intended departure date. Failure to do this will result in the loss of all benefits.

TERMINATIONS

If your performance is unsatisfactory due to lack of ability, failure to adhere to company policies, procedures and/or rules, or inability to fulfill the essential requirements of the job, you will be given reasonable notice, except in rare instances

where deliberate violation of procedures and/or rules are cause for immediate termination. Some, but not all of the causes for immediate discharge, may be found under the "Personal Conduct" section of this handbook (Section 3 of "Unacceptable Behaviors").

Americans with Disabilities Act (ADA) Policy

It is Company policy to comply with all federal and state laws regarding the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the Company's policy not to discriminate against qualified individuals with disabilities in regards to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions and privileges of employment. In order to be covered under the ADA, the qualified individual must be able to perform the essential functions of the job with or without a reasonable accommodation.

TES will consider requests for reasonable accommodation and will give due consideration to each request so long as the reasonable accommodation does not created an undue burden on the Company or its employees. Applicants who pose a direct threat to the health, safety, and/or well-being of themselves or others in the workplace, when the threat cannot be eliminated by a reasonable accommodation, will not be hired.

If you think you may qualify as a qualified individual with a disability or would like to request a reasonable accommodation, please talk to your manager as soon as possible.

HOW YOUR TIME IS CALCULATED FOR DETERMINING HEALTH AND WELFARE

BENEFITS PLAN

The plan for Health and Welfare Benefits require you to be employed for a continuous amount of time before you are eligible to receive that benefit and are calculated from your employment and / or anniversary date. For further information, you may contact the payroll department.

PAID HOLIDAYS

TES pays its full-time employees for the following holidays after the completion of the Ninety (90) days of consecutive employment.

January New Year's Day November...Thanksgiving Day May Memorial Day November...Day After

JulyIndependence Day

September...Labor Day

December...Christmas Eve Day

December...Christmas Day

Absenteeism during the (90) day period will cause it to restart from day one (1). (A full-time employee works a minimum of 40 (forty) hours per week. Part-time employees are not eligible for any benefits, including holiday pay.)

Failure to arrive for work the day before or the day after a holiday, without prior approval, renders the employee ineligible for holiday pay.

VACATIONS

All full-time employees are eligible and encouraged to take paid vacations as follows:

Office, Warehouse and Licensed Employees:
Vacation will be accrued on a monthly employment time from each individuals starting date.

After completion of one (1) year continuous service: An employee earns 5 days vacation no accrual will be applied.

After completion of two (2) year continuous service: Accrual will be 6.67 hours per month to earn (10) days.

After completion of five (5) year continuous service: Accrual will be 10 hours per month to earn (15) days.

*Written agreements may amend this schedule.

*** Due to the nature of the business: the President must approve vacations of more than one week at a time.

Note: Vacation time will not be accrued during disability or workmen's compensation time not working.

IF YOU DECIDE NOT TO TAKE YOUR VACATION

Vacation time at the maximum of 24 hours may be carried over from year to year. Unless approved, all vacation time must be consumed prior to your renewal date if at all possible (refer to Scheduling Your Vacation in this handbook on what dates are acceptable to use your vacation time).

SCHEDULING YOUR VACATION

Vacations are scheduled by department and by job with the approval of your supervisor and the Project Manager. A vacation

request must be submitted fourteen (14) days prior to the time off. Exceptions will be made under extreme circumstances.

If an observed holiday falls within your vacation period, an additional day off, with pay, may be taken at another date agreed and approved with your supervisor.

PAID SICK DAYS

All full-time employees will be entitled to three (3) paid days for time out sick after the completion of three (3) continuous months of service from their date of hire.

*You must note on your time card that you wish to be paid for a sick day.

Sick time may not be carried over from year to year. However, you will be reimbursed for your unused sick time on your anniversary date.

It is of the utmost importance that you attend work on a regular basis. Your attendance record will be evaluated as part of performance and pay evaluation.

** In select cases on a meritorious bases employees may be paid for any of the above benefits prior to their actual due dates. This in no way entitles them to these benefits on continual bases until their continuous service times are completed.

*** Failure to submit proper notice when leaving the company or termination for cause will result in the loss of all benefits that may be due.

GROUP HEALTH INSURANCE

Eligible full-time employees may enroll in the group medical insurance plan after the completion of three (3) months of continuous employment. The cost of single coverage and family coverage is 50% of the related premium paid proportionately at each pay period. Please contact the personnel office for the current rate payments.

Any employee who chooses not to become a member of the group insurance plan must sign a waiver.

Certain written agreements may pertain to some employees.

Short Term Disability and Life Insurance is provided to each employee after his or her three (3) month probation period. This benefit is fully paid for by the company.

HOW TO SUBMIT A CLAIM

After you enroll in the group health plan, you will receive an insurance card within 2-3 weeks at your home address. This will be all that will be required along with a co-pay when a doctor or hospital visit is scheduled. If additional information is required please contact the personnel office.

KEEPING YOUR HEALTH COVERAGE IF YOU LEAVE US

Contact the personnel office for Cobra information that pertains to your continued health coverage if your employment with the Company is terminated.

WORKMEN'S COMPENSATION

For your protection, the Company carries Worker's Compensation insurance for all its employees. This insurance covers injuries to employees that occur in the course of their daily work assignments. All employees are covered by this insurance from their first day of employment. It is very important to report all injuries to your supervisor and/or foreman immediately so that the proper forms may be filled out.

Employees injured on the job site and seeking medical attention will be subject to mandatory drug and alcohol screening during the medical visit. The Insurance Company that underwrites our Workman Compensation Insurance deems this screening mandatory for TES to maintain insurance coverage. North Carolina State Law states that any employee injured on the job and found to be under the influence of any banned or controlled substance not prescribed by a medical practitioner will forfeit his or her right to workers compensation. Also keep in mind that if you are injured on the job and your drug screening comes back positive then you will be responsible for all of your medical bills associated with your accident, as well as subject to disciplinary action under Type C line C.19 of the Company handbook.

FAILURE TO REPORT INJURIES MAY JEOPARDIZE YOUR CLAIM.

Controlled Substance Testing Policy

All employees must come to work with the ability to perform his or her duties free and clear of any influences of illegal drugs

or other controlled substances. The use of a controlled substance, including alcohol, while clocked-in for work is strictly prohibited and will subject any non-abiding employee to discipline.

TES reserves the right to conduct drug tests of all employees pursuant to the North Carolina Controlled Substance Examination Regulation Act (NCGS §95-230 et seq.). As part of the procedure for drug testing, the Company will provide written notice to any employee subject to drug testing, outlining the time and location for the drug test. If the test is not a random drug test, the purpose or reason for the test should be explained to the employee. TES will conduct such drug testing by use of an approved laboratory pursuant to North Carolina law.

Your rights regarding this drug testing procedure are further outlined in the "Initial Notice to Employees/Applicants" which will be provided to you when and if you are subjected to a controlled substance examination. A copy of TES's Drug and Alcohol testing procedure can be provided to you upon written or verbal request.

GENERAL CONDITIONS FOR LEAVES OF ABSENCE

A leave of absence (time granted an employee to be away from work) may be granted to full-time employees under the specific policies, which address the various leaves the Company will honor. Unless otherwise stated, all leaves are unpaid and at the discretion of the Company.

Requests for a leave of absence must be submitted in writing to your supervisor and/or foreman at least two (2) weeks prior to the intended leave date. Requests should state the reason for the leave, the proposed departure date and the proposed date of return. If you need assistance in writing your request, you may contact the Field Employee Representative.

If you are on a leave of absence, and wish to continue your health coverage, you pay the full premium directly to the payroll department prior to its due date. Failure to return to work with in 3 consecutive month on leave of absence will constitute that all benefits will be terminated and you will be considered a starting employee if we have an open position on our staff at your return.

In the event that a reduction of work force has occurred during your leave of absence, and your position and/or a similar position is not available, your name will be placed on a recall list for a period of three (3) months unless the specific leave policy states otherwise.

CONTINUING EDUCATION

Those employees who attend after work educational classes in Electrical Courses or Related Courses that are directly helpful to their work will be reimbursed up to \$400.00 for each semester. An individual must successfully pass the course with an acceptable grade and provide, in writing, the cost of course and the grade earned.

TYPES OF LEAVES

Medical Leave

A non-paid leave of absence up to three (3) months will be granted to all employees if they are unable to work for medical reasons certified by a physician. The physician's certification should include a statement, which confirms that your medical condition necessitates a leave from work and the expected duration of the leave. Medical leaves may be extended a month at a time with a physician's statement.

Prior to returning from work, you will be required to produce a certified statement from your physician verifying your capability to return to your work duties.

Maternity Leave

A non-paid leave of absence of up to ten (10) weeks for the purpose of giving birth and newborn care, will be granted to all full-time employees who have completed their ninety (90) day orientation period.

Personal Leave

A non-paid leave of absence for personal reasons may be granted to full-time employees for no longer than a three (3) month period. Each case will be evaluated separately and take into consideration the employee's performance record and the companies current labor situation. Re-employment CANNOT be guaranteed.

Military Leave

Short Term Leave: Military leave will be granted to all full-time employees with obligations in the National Guard or

Military Reserves. If you are called upon to fulfill an active duty training requirement, you will be paid in accordance with Federal and State law.

Unpaid military leave will be granted to part-time employees to fulfill an active duty training requirement.

Long Term Leave

All employees who enter or are drafted into active duty will be granted a military leave of absence. Upon discharge, you will be restored to your previous or similar position, without loss of seniority, providing you return before the deadline set by law. In order to qualify for a long-term leave, you must submit a copy of your military orders with your written request for a leave of absence.

Family Medical Leave Act

The Family Medical Leave Act of 1993 will allow employees up to twelve (12) weeks of unpaid leave each year for the birth or adoption of a child or to care for an ill family member. Only employees with one year of service who have worked a total of 1250 hours in the previous twelve (12) months are eligible. Employees must provide the office with at least thirty days notice of the need of such leave or as soon as practicable. Employees are guaranteed the same or a similar job upon return from their leave, with no loss of seniority rights or benefits.

Jury Duty

Employees who are called for jury duty and/or as a trial witness will receive the difference between their regular days pay and the expense payment from the court for a period of no more than ten (10) days per calendar year. Payment will be made only upon receipt of court attendance and payment.

Employees are expected to report to work during regular hours whenever they are not required to be in court.

Bereavement Leave

Full-time employees may be granted a paid leave of absence up to three (3) days from regularly scheduled work for the death of an immediate family member. Immediate family is defined as spouse, children, father, mother, step-parents, brother, sister, step-children, mother or father-in-law, brother or sister-in-law or grandparent.

Part-time employees will be granted the same amount of leave as previously stated without pay.

Employee Purchases

TES allows employees to purchase inventory items or small tools on the employee tool list through the company. Employees should make their requests in writing to their supervisor and/or foreman. The request will be approved at the discretion of the Purchasing Agent, Project Manager and President. The total amount of individual purchase shall not exceed one hundred dollars (\$100.00).

The method of payment will be determined by the President before the purchase is made. Any tools purchased through the warehouse that are necessary to complete the employee tool list may be paid for through weekly payroll deductions of not less than twenty dollars (\$20.00) per week.

TRAVEL EXPENSES

Field employees will be reimbursed for any and all travel expenses incurred solely at the discretion of the President. This includes payment for time spent en route to and from a worksite.

Project Managers will be allotted expenses based on the approval of the President.

TOOL REQUIREMENTS

All field employees are required to meet the tool requirements listed below for their classification within six (6) weeks of employment. Tools will be checked on a regular basis by your supervisor and/or foreman to insure that you are complying with this requirement. These tools are required to be with you on the jobsite.

Hard hats and safety eye goggles will be issued by the Company, and are to be considered part of your daily tool requirements.

JOURNEYMAN'S TOOL REQUIREMENTS

Screwdrivers - Assorted sizes and types
Two (2) 9-1/2" Channel Lock Pliers
8" Side Cutting Pliers
6" Diagonal Pliers
6" Long Nose Pliers
12" Hacksaw
Knife
Keyhole Saw
Voltage Tester

25' Tape 8" Level Allen Wrenches - Small & Large Set Greenlee Punch Set - 1/2" to 1-1/4" 16 oz. Hammer Electrician's Pouch/Tool Box l" Crescent Wrench Awl l" Half Round File Nut Driver Set Open End Wrench Set Tap Set - 6/32; 8/32; 1/32; 1/24; 1/4-20 Tin Snips, Amp Probe, Multi-Meter 1/2" Bender, 3/4" Bender, 1" Bender l" Coal Chisel 2 lb. Sledge Hammer 1 1/2" & 2" Hand Greenlee Punch 3/8" Socket Set l" Adjustable Pipe Wrench 12" Channel Lock Pliers Holding Screwdriver T & B Crimp Pliers - Stack on Pliers 24" Level Wire Stripper Roto Stripper

APPRENTICE'S TOOL REQUIREMENTS

Screwdrivers - Assorted sizes and types Two (2) 9-11/2" Channel Lock Pliers 8" Side Cutting Pliers 6" Diagonal Pliers 6" Long Nose Pliers 12" Hacksaw Knife Keyhole Saw Voltage Tester 25" Tape 8" Level Allen Wrenches - Small and Large Set 16 oz. Hammer Electrician's Pouch/Tool Box l" Crescent Wrench Awl l" Half Round File Roto Stripper 24" Level Nut Driver Set Open End Wrench Set Tap Set - 6/32; 8/32; 1/32; 1/24; 2/4-20 Tin Snips, 1/2" Bender, 3/4" Bender, Wire Stripper Due to an incredible loss and rate of breakage, cordless screw guns will no longer be supplied by the company. Employees wanting to purchase this tool will be given the following option for a one time purchase: The company will pick up 50% of the cost up to \$100.00.

We will continue to supply electric screw guns and extension cords.

DRESS POLICY

It is the requirement of the Company that all employees wear neat and clean clothing to their job sites. Long pants, short shirt sleeves and suitable boots must be worn to ensure safety.

SAFETY

Safety is always of the utmost importance. It is the responsibility of the Company and you to ensure a safe working environment for all.

While we attempt to provide every reasonable and practical safeguard to make all our operations as safe as possible, it is expected that you help in insuring the safety of the jobsites, yourself, and others by following the rules listed below.

- 1. Operate all equipment and tools using the proper safety devices.
- 2. Do not take chances. Thinking beforehand could prevent a major accident or injury from occurring.
- 3. Involvement in the playing of pranks, practical jokes, or "horseplay" is prohibited. These actions are strictly forbidden and may be cause for immediate termination.
- 4. Use proper lifting techniques when lifting excessive weights.
- 5. Construction shoes must be worn at all times.
- 6. Hard hats must be worn at all times.
- 7. Immediately report to your supervisor any conditions that may be hazardous.

SAFETY EQUIPMENT

Hard hats and safety goggles will be issued by the Company to all new field employees. You must keep your hard hat and eye goggles with you at all times and use them when necessary. Should you lose or destroy either the hard hat or goggles, they must be replaced by the employee. Should the employee decide to replace them through the warehouse, the cost of the equipment

will be deducted from their paycheck.

HOUSEKEEPING

The Company is committed to providing you with a work environment that is orderly and clean. Good housekeeping helps us provide you with such an environment. In order to assist us in this goal, we ask that you throw all refuse in proper containers, return Company equipment and tools to their proper storage areas and insure that all aisles, hallways and walkways are kept clear at all times.

CARE AND USE OF EQUIPMENT AND MATERIAL

All equipment, tools and materials belonging to the Company are for the benefit of serving our clients and customers. They are to be operated by qualified employees only. Employees are required to care for all company tools, equipment and materials properly in order to insure their continuous and efficient use. If you need instruction on the care and use of any piece of equipment or tool, ask your supervisor and/or foreman. If an employee is proven negligent of not properly securing a power tool during breaks or lunch, they may be deemed responsible for any damages or replacement of the tool.

COMPANY VEHICLES

Use of Company vehicles is a benefit and privilege, and any person operating a company vehicle must adhere to the following rules:

- 1. Company vehicles are to be operated only by company employees.
- 2. Under no circumstances will the possession or use of alcoholic beverages and/or illegal drugs be tolerated.
- 3. No person will be allowed to operate a company vehicle if they are taking prescribed drugs carrying a warning of impaired functions. If you need further clarification, please see your supervisor and/or foreman.
- 4. All drivers must observe all speed limits and traffic laws. Any fines imposed will be the sole responsibility of the driver. Violation of this rule may result in disciplinary action as stated in the Personal Conduct section of this handbook. The company may, if necessary, deduct the amount of an unpaid ticket from an employee's paycheck.
- 5. Persons operating a company vehicle are not permitted to make or receive cellular telephone calls, unless such calls are routed through a hands-free device. Drivers are also forbidden from text messaging, internet activities, and from the use of any device that may be a distraction to a driver.

ACCIDENTS

If you are involved in an accident while driving a Company vehicle, you are responsible for submitting a fully detailed and complete accident report. In general, you should gather the following information from the other drivers involved in the accident:

- All the names of people involved in the accident.
- The name of the driver(s) involved.
- The driver's license number of the driver(s) involved.
- The license plate number of the other vehicle(s) involved in the accident.
 - Insurance information from all other vehicles, drivers, and passengers involved in the accident.

Never say you are at fault, the fault will be determined at a later time. You must be careful not to say anything that could be harmful to the Company, yourself, or any passenger. Sometimes it is best to say nothing at all.

Please report the accident as soon as possible to the office.

PERSONAL CONDUCT

You are a direct reflection of the Company. Care in your appearance, courteous and polite treatment of fellow employees and clients, positive work attitudes and honesty are all important factors to your success within our company.

There are certain policies, procedures and rules that must be followed. These are not designed to restrict any one person, but rather to ensure that each employee will be treated fairly and with equality.

REPORTING YOUR ABSENCE

It is your responsibility to notify the office by 7:00 a.m. on the day you are absent from work. If you are unable to do this yourself, you must make sure that someone else calls in for you. Failure to notify the office of your absence for three (3) consecutive days will be considered a voluntary termination of your employment. Be sure you get the name of the person you talked to when you call in.

PERSONAL DAYS OFF

Personal business is expected to be handled on your off time. However, we understand this is not always possible. If you need a day off, schedule the time off without pay with your supervisor. As long as it does not interfere with Company operations it may be granted.

EXTENDED ABSENCE

If you are out for an extended period of time due to illness, you must contact the office at least every three (3) working days to inform us of your status. Any absence over ten (10) continuous working days will necessitate the completion of a leave of absence request.

TARDINESS

It is expected that you will be at your assigned place of work, ready to begin your duties at your scheduled start time. If a delay cannot be avoided, you must notify the office by 7:00 a.m. of your delay and the time you expect to arrive to work.

TELEPHONE CALLS

Our telephone system is for Company business only. Emergency phone calls only will be forwarded to employees. Please inform your personal contacts.

DISCIPLINARY ACTION

The purpose of discipline is correction, not punishment. Whenever correction of an employee's performance or behavior is necessary, disciplinary action will be taken. It is our policy to be fair but firm in the administration of policies, procedures and rules. In the event that disciplinary action is warranted, such action will be administered under a uniform policy, which applies to all employees.

VERBAL WARNINGS

Verbal warnings are issued to an employee to correct performance and/or behavior. If you receive a verbal warning, your supervisor and/or foreman will write a brief description of the warning and file it in your employee file.

WRITTEN REPRIMAND

A written reprimand will be issued to an employee who willfully violates and/or does not conform to Company policies, procedures and rules. If a written reprimand is issued, it will be reviewed by the employee and his/her supervisor and will require the signature of the employee. The employee's signature verifies receipt of the reprimand only and does not signify his/her agreement with the reprimand.

In the event that the employee refuses to sign the reprimand, he/she will be required to meet with the Project Manager, the Field Employee Representative and/or the President to discuss the matter.

Refusal to sign a written reprimand may result in termination.

SUSPENSION

Employees who continue to violate Company policies, procedures and rules will be subject (in accordance with the disciplinary procedure) to a suspension from work of one (1) week without pay.

GRIEVANCE PROCEDURE

It is very important that any employee who has a grievance or complaint to inform us of it, so that it may be resolved with efficiency and fairness to all involved. You may contact your immediate Supervisor, Project Manager, Construction Manager or the President with your grievance.

TES is committed to ensure that all company-initiated investigations are conducted in a fair, impartial, thorough and thoughtful manner, and in compliance with all applicable federal and state laws. If you have any concerns about your rights as an employee or if you have witnessed or become a victim of any violations of TES rules and policies as outlined in this handbook or under federal or state labor laws, contact a your immediate supervisor, Project Manager, Construction Manager, or the President with your grievance.

TES reserves the right to contact law enforcement immediately and prior to any internal investigations when criminal acts have been alleged. TES also reserve the right to retain legal counsel for aid in any investigations and will follow counsel's instructions in handling all communications and evidence to ensure that "attorney-client" and "attorney work product" privileges apply.

<u>Step One:</u> Provide a Signed, Written Statement to an immediate Supervisor, Project Manager, Construction Manager, or the President.

Once you notify a one of the above individuals of any observed violation of Company rules and/or policies, he or she will ask you to sign a written statement detailing your observations or experience. This written statement will serve as a formal Grievance Filing and will initiate an internal investigation to

be conducted by a Supervisor, Project Manager, Construction Manager, or the President, as well as any attorneys retained by the Company. The internal investigation will begin in a timely fashion based on the allegations.

This written statement will be kept <u>confidential</u> and will only be seen by agents of the Company on a need-to-know basis.

However, if information is learned that personnel action or legal action is required, there is a potential that disclosure of this information may occur in the process.

TES prohibits retaliation, including, but not limited to, making any threatening communications by verbal, written and/or electronic means, against any individual who reports and/or provides any information concerning unlawful discrimination, harassment and/or other violations of Company policies, rules and standards of conduct. Any employee found engaging in retaliation will be subject to disciplinary action up to and including immediate termination.

Step Two: Company will initiate an Investigation

TES will make all reasonable efforts to initiate an investigation into the allegation(s) and conclude the investigation in a timely fashion, as appropriate. If necessary, outside counsel will be retained for the purpose of this investigation.

The following investigatory steps will be taken by the Company:

- 1. Obtain full written statements from all parties involved in the reporting, including but not limited to, the Complainant and the Accused. If possible, all written statements will be signed by the party providing the statement. Any public reports from police or other agencies concerning the reporting will be secured.
- 2. Take photographs and/or video of any injury or damage, if possible and appropriate under the circumstances.
- 3. Preserve all evidence and secure evidence in a secure location, preferably a locked location. Document all evidence obtained as a result of the investigation. Maintain all related evidence in a secure location such that no evidence or documents will be tampered with or made available to anyone other than those investigating the allegations.
- 4. Determine if there is a potential risk occurrence. If so, take all measures appropriate to protect employees, visitors, and property.
- 5. Complete an investigation report and provide all relevant and necessary information, including findings.

Step Three: Company will Document Findings

Once the investigation has been dully completed, the Company must determine whether the allegations were founded, unfounded, or inconclusive. This determination shall be documented in writing and made part of the investigative report.

Violation is Founded:

If the violation is **FOUNDED**, the accused shall be notified in writing of the finding and specific remedial actions to be taken. The nature or extent of disciplinary action will NOT be disclosed to the complainant(s) and/or witness(es) unless there is a compelling reason, such as but not limited to, personal safety.

Violation is Unfounded:

If the violation is <u>UNFOUNDED</u>, written notice shall be given to the accused and the complainant that no evidence was found to support the claim.

Violation is Inconclusive:

If the investigation is **INCONCLUSIVE**, notification should be provided to the accused and the complainant that states evidence was not conclusive to determine whether the claims were founded or unfounded. The notice shall also state that the Company will take appropriate steps to ensure that the persons involved understand the requirements of the Company's policies and appropriate law, and the Company will monitor the situation to ensure compliance in the future.

Employees always have the option of seeking independent legal counsel for all related employment matters. This policy is merely to facilitate internal investigations of all internal complaints and does not impede an employee's right to obtain legal counsel.

FOR HR: Maintenance of Investigative Records and Files

Investigative records should be retained for a period of five (5) years, unless otherwise advised. TES will not release any investigative files, including but not limited to interviews and findings, unless otherwise authorized to do so by a the President or pursuant to a court authorized request.

Prior to notification of any government agencies concerning this Company-initiated investigation, there will be a full review by Legal counsel. Legal counsel will direct what information, including documents, shall be released to the government agencies.

No employee and/or agent shall make any disclosure to outside parties (e.g. lawyers, investigators, insurance representatives,

media reporters) regarding the particulars of any Companyinitiated investigation unless prior approval has been received from Legal counsel. This section is not intended to prevent an employee from seeking independent legal counsel on personal or professional matters.

RULES OF CONDUCT

Please familiarize yourself with the following rules of conduct and the disciplinary action that will be issued when an employee's behavior is unacceptable. Please note that these rules are not exclusive and other rules may apply under certain circumstances.

Unacceptable behaviors vary and may not all be listed in the sections below. When a behavior is not listed, disciplinary action will be determined by the severity of the act.

Type A

- A.l Inappropriate or unkept appearance
- A.2 Failure to report your absence or lateness to the office
- A.3 Loitering or loafing during work hours
- A.4 Unsatisfactory attitude
- A.5 Excessive absenteeism
- A.6 Unsatisfactory work performance within job classification or pay structure.
- A.7 Failure to comply with the dress policy
- A.8 Failure to fill in your timecard
- A.9 Excessive tardiness

DISCIPLINARY ACTION FOR TYPE A PROBLEMS

lst offense: Verbal Warning
2nd offense: Written Warning

3rd offense: Suspension

4th offense: Termination of Employment

Type B

- B.1 Violation of safety rule
- B.2 Leaving your jobsite and/or department without permission of your supervisor or foreman.
- B.3 Failure to carry out instructions related to your normal duties.
- B.4 Any foreman that knowingly allows a co-worker to work on live equipment without using the proper Lock-Out/Tag-Out procedure.
- B.5 Failure to report damage or accidents to any company property.
- B.6 Violation of driving rules
- B.7 Horseplay

- B.8 Failure to report physical injury during work hours.
- B.9 Interfere with job progress

DISCIPLINARY ACTION FOR TYPE B PROBLEMS

1st offense: Written warning

2nd offense: Suspension

3rd offense: Termination of Employment

Type C

- C.1 Possession of any dangerous or illegal weapon on company property, in company vehicles, or on company jobsites
 C.2 Employees are not permitted in work areas during non-
- working

hours.

- C.3 Release of any company business information to unauthorized personnel
- C.4 Failure to be courteous to clients
- C.5 Distribution of advertising material, handbills or other literature in work areas of any job site is prohibited at any time
- C.6 Possession or use of alcoholic beverages during work hours
- C.7 Completing another employees time-card an/or allowing another employee to complete your timecard
- C.8 Employee's refusal to sign a written reprimand
- C.9 Unlawful or improper conduct on or off the company premises which affects either your ability or another employee's ability to perform job responsibilities and/or affects the company's goodwill and reputation in the community
- C.10 Non-productivity
- C.ll Misconduct directed at site superintendents or other construction supervisors
- C.12 Any action, which endangers the safety and/or life of another person
- C.13 Discussion of personal wages with other employees
- C.14 Solicitation by an employee of another employee is prohibited while either the person soliciting or the person being solicited is on working time.
- C.15 Harassment of other personnel
- C.16 Stealing
- C.17 Performing side work for clients
- C.18 Fighting, threatening or intimidating employees on the job
 - at any time for any purpose.
- C.19 Possession, use or sale of drugs, narcotics and/or any controlled substance while on company property, in company vehicles, on company jobsites or on company time.
- C.20 Falsifying any records or mis-statement of facts on your employment application
- C.21 Possession of any property of the company, another employee or client without authority

C.22 Any employee that is caught working on live equipment, and has not used the proper Lock-Out/Tag-Out procedure.

DISCIPLINARY ACTION FOR TYPE C BEHAVIORS

1st offense: Termination

REVISED DATE: March 25, 2015

RECALL:

Reinstatement of benefits upon recall within three months of layoff.

IF YOU DECIDE NOT TO TAKE YOUR VACATION:

All vacation time must be consumed prior to your renewal date.

SCHEDULING YOUR VACATION:

Request for vacation must be submitted fourteen days prior to time off.

GROUP HEALTH INSURANCE:

Health benefit premiums are 50% of current rates. Short term Disability and Life Insurance provided to each employee after three months of employment.

KEEPING YOUR HEALTH COVERAGE IF YOU LEAVE US:

COBRA health coverage available.

REPORTING YOUR ABSENCE:

Failure to notify the office of your absence for three consecutive days will be considered a voluntary termination of your employment.

Grievance Procedure:

Added 3-step process for grievance procedure and subsequent investigations.

Company Vehicles:

Added policy regarding use of cellular devices while operating a company vehicle.

Controlled Substance Testing Policy:

Added policy regarding drug tests.

ADA Policy:

Added policy regarding persons with disabilities and reasonable accommodations.

Overtime Policy:

Defined "overtime." Requirement that overtime should be approved by a supervisor or manager.

Confidentiality Policy:

Defined information considered confidential. Employees forbidden from discussing confidential information.

Conflicts of Interest Policy:

Add conflicts of interest policy. Certain conflicts, including working for a competitor organization, may not be tolerated under certain circumstances.

Outside Employment:

Interference with present job may lead company to request you terminate secondary job.

Equal Opportunity Policy:

Added "disability" to protected class.

Background Check Policy:

Added language regarding compliance with the Fair Credit Reporting Act.

Acknowledgment and Receipt of Handbook

I have received my copy of the Company Handbook for Employees.

This employee handbook describes important information about Triangle Electrical Services, Inc. ("TES"), and I understand that I should consult with my immediate supervisor or Human Resources representative regarding any questions not answered in the handbook. I understand that it Is my responsibility to read and comply with the policies and practices contained in this handbook and any revisions made to it.

I have entered into my employment relationship with TES voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or TES can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

I understand and agree that, other than the President of TES or a designated representative of the company, no manager, supervisor, or representative of TES has any authority to enter into any agreement for employment other than at-will; only the President of the company has the authority to make any such agreement and then only in writing signed by the President of TES.

The policies and procedures contained in this handbook supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with TES. By distributing this handbook, TES expressly revoked any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for my employment at-will status, any and all policies and practices may be changed at any time by TES, and the company reserves the right to change m hours, wages, and working conditions at any time.

I understand and agree that nothing in the Company Handbook for Employees creates, or is intended to create, a promise or representation of continued employment and that employment with TES is employment at-will, which may be terminated at the will of either TEST or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.

Employee's Signature	Supervisor's Signature
Date	Date