



## WELCOME TO E LIGHT ELECTRIC SERVICES, INC.

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### MESSAGE FROM THE PRESIDENT

Welcome to E Light Electric Services, Inc. Hopefully your new job will be all that you expect and your employment will be a rewarding experience. If you already are employed by us, I wish to express my sincere appreciation for your valued service.

This handbook contains information which will help you understand our company and its policies. We hope you will read it and keep it handy for future reference. If you have questions, please contact your supervisor or the Human Resources Department.

We try to be very careful to hire only those people we feel sure are qualified, competent and compatible with others already working here. Occasionally we hire someone who will not or cannot do the work satisfactorily, or is not compatible. If this happens, it will be necessary to terminate our employment relationship in order to keep our business in a strong competitive position.

You will realize that we have set very high standards for you from the start. Please refer to the section titled "Employee Expectations" in order to familiarize you with the basic expectations.

We hope you will be happy working at our company. We welcome your ideas, suggestions or any concerns you may have. We feel teamwork will result in the continued development of our business as a growing and prosperous enterprise through which we all can mutually benefit.

Once again, welcome to E Light Electric!

A handwritten signature in blue ink that reads 'Jason Wheeler'.

Jason Wheeler  
CEO/President  
E Light Electric Service, Inc.

## VISION STATEMENT

We strive to be the best provider of high-quality electrical installations and to always provide a superior product at a reasonable cost.

## NORTH STAR

We will be the Best.

## PURPOSE

We understand that our employees are individuals and our intent is to create an environment that will allow us to work with you as an individual. Our goal as a company is to create a relationship of mutual trust and respect that will allow us to grow as individuals and as a company.

We are dedicated to providing the best work environment possible. Our greatest asset in this company is our employees, and we encourage you to communicate with us on an ongoing basis.

## INTRODUCTION

This manual is not a contract or a promise of employment, and does not create anything legally enforceable. It is merely a condensed guide to various policies and procedures of E Light Electric Services, Inc. **Your employment with E Light Electric Services is “at will.”** E Light Electric Services, Inc. reserves the right, with or without cause, to terminate the employment of any employee at any time with or without cause or notice. You have that same right. No representative of E Light Electric Services, Inc., other than the President, has authority to enter into any employment agreement. Any employment agreement entered into by the President must be in writing.

E Light Electric has developed a document that outlines the basic “Employee Expectations” that are required by all employees.

The President has the right to change the policies and procedures of E Light Electric Services, Inc. in accordance with the needs of E Light Electric Services, Inc. without notice. However, your employment with E Light Electric Services will at all times remain at will.

The President is solely responsible for the final interpretation of these policies and procedures as they apply to any and all situations. Any questions concerning these policies should be directed to your supervisor or human resources.

The information contained in this manual is the most current at this time and supersedes all previous written and oral policies and procedures for E Light Electric Services, Inc.

## Contents

|   |    |
|---|----|
| <b>MESSAGE FROM THE PRESIDENT</b> .....                 | 1  |
| <b>VISION STATEMENT</b> .....                           | 2  |
| <b>NORTH STAR</b> .....                                 | 2  |
| <b>PURPOSE</b> .....                                    | 2  |
| <b>INTRODUCTION</b> .....                               | 2  |
| IMPORTANT NOTICE ABOUT THE EMPLOYEE HANDBOOK .....      | 6  |
| EQUAL EMPLOYMENT OPPORTUNITY POLICY .....               | 7  |
| AFFIRMATIVE ACTION STATEMENT – CONTRACTOR .....         | 8  |
| PROOF OF ELIGIBILITY TO WORK IN THE UNITED STATES ..... | 9  |
| POST-EMPLOYMENT REFERENCE POLICY .....                  | 9  |
| SEPARATION OF EMPLOYMENT.....                           | 9  |
| Resignation.....  | 9  |
| Job Abandonment .....                                   | 9  |
| JOB LOCATION .....                                      | 10 |
| JOB ATTACHED LAYOFF.....                                | 10 |
| HOURS OF WORK.....                                      | 10 |
| NOTIFICATION OF ABSENCE OR TARDINESS .....              | 11 |
| Attendance .....  | 11 |
| Job Abandonment .....                                   | 12 |
| WORK RULES AND CORRECTIVE ACTION.....                   | 12 |
| DISCRIMINATION AND HARASSMENT.....                      | 12 |
| Equal Employment Opportunity/Unlawful Harassment .....  | 12 |
| ADA and Religious Accommodation .....                   | 12 |
| Pregnancy Accommodation.....                            | 12 |
| Sexual Harassment .....                                 | 13 |
| Pay Transparency Policy Statement .....                 | 13 |
| Complaint Procedure.....                                | 13 |
| SAFETY .....  | 14 |
| REVIEWS AND EVALUATIONS.....                            | 14 |
| MERIT SHOP PHILOSOPHY .....                             | 14 |
| EMPLOYEE SUGGESTIONS.....                               | 14 |
| Job Related Problems .....                              | 14 |
| CONFIDENTIALITY .....                                   | 15 |
| INFORMATION TECHNOLOGY.....                             | 15 |
| E LIGHT LOCK OR LOGOFF POLICY .....                     | 15 |

|  |    |
|--|----|
| Private Family Leave Plan In Lieu of FMLI.....     | 16 |
| FAMILY AND MEDICAL LEAVE.....                      | 17 |
| Military Family Leave Entitlements.....            | 17 |
| Benefits and Protections.....                      | 17 |
| Eligibility Requirements.....                      | 17 |
| Definition of Serious Health Condition.....        | 17 |
| Use of Leave.....                                  | 18 |
| Substitution of Paid Leave for Unpaid Leave.....   | 18 |
| Employee Responsibilities.....                     | 18 |
| The Company’s Responsibilities.....                | 19 |
| Unlawful Acts.....                                 | 19 |
| Enforcement.....                                   | 19 |
| HOLIDAYS.....                                      | 20 |
| Holidays during PTO:.....                          | 20 |
| Temporary “Seasonal” Employees.....                | 20 |
| Temporary Employees Working Through an Agency..... | 20 |
| Working on a Holiday.....                          | 20 |
| Hourly / Non-Exempt:.....                          | 20 |
| Salaried / Exempt:.....                            | 20 |
| SERVICE “EMERGENCY ON-CALL” INCENTIVE.....         | 20 |
| ERRORS IN PAY.....                                 | 21 |
| MISSING CHECK PROCEDURE.....                       | 21 |
| PAID TIME OFF.....                                 | 21 |
| Exempt Employees.....                              | 22 |
| Non-Exempt Employees.....                          | 22 |
| PTO Accruals for All Employees.....                | 22 |
| Cash Out During Employment:.....                   | 22 |
| Cash Out At Termination:.....                      | 22 |
| Scheduling:.....                                   | 22 |
| JURY DUTY.....                                     | 23 |
| TOBACCO AND SMOKE-FREE WORKPLACE.....              | 23 |
| BEREAVEMENT POLICY.....                            | 23 |
| OFFICE CLOSURES.....                               | 24 |
| Partial day closures:.....                         | 24 |
| Full day closures:.....                            | 24 |
| Office Conditions.....                             | 24 |
| CONTINUING EDUCATION.....                          | 25 |
| Qualifications.....                                | 25 |
| Tuition Reimbursement Schedule:.....               | 25 |

|  |    |
|--|----|
| Books:.....  | 25 |
| ELECTRICAL APPRENTICE TRAINING.....                                | 25 |
| WHISTLEBLOWER PROTECTION.....                                      | 26 |
| COMPUTER SECURITY AND COPYING OF SOFTWARE .....                    | 26 |
| FIELD CELL PHONES.....   | 26 |
| TELEPHONES, CELL PHONES AND MOBILE DEVICES .....                   | 27 |
| COMPANY DATA USE AND SECURITY POLICY.....                          | 27 |
| Devices.....   | 27 |
| Data .....   | 28 |
| Personal Access Keys (PAKs) .....                                  | 29 |
| SEARCHES, INSPECTIONS and MONITORING .....                         | 29 |
| PERSONAL USE OF SOCIAL MEDIA .....                                 | 30 |
| DATA DISPOSAL POLICY .....   | 30 |
| NO SOLICITATION.....   | 31 |
| Employee Distribution of Literature: .....                         | 31 |
| Off-Duty Employees:.....   | 31 |
| Non-Employees:.....  | 31 |
| Definitions:.....  | 31 |
| WORKPLACE ANTI-VIOLENCE POLICY .....                               | 31 |
| BUSINESS EXPENSE REIMBURSEMENT .....                               | 32 |
| Business Expenses: .....   | 32 |
| Transportation Expenses:.....                                      | 32 |
| Gifts: .....   | 32 |
| DAVIS-BACON RETIREMENT PLAN .....                                  | 32 |
| TRAVEL EXPENSE REIMBURSEMENT .....                                 | 33 |
| Travel Arrangements for Airfare, Lodging, and Transportation:..... | 33 |
| Travel Itinerary Changes: .....                                    | 33 |
| Travel Meal and Incidentals/Per Diem: .....                        | 33 |
| Per Diem guidelines: .....   | 34 |
| Wages Paid During Travel:.....                                     | 34 |
| Misc. Expenses: .....  | 34 |
| Corporate Management Travel: .....                                 | 35 |
| TOOL REQUIREMENTS .....  | 35 |
| Required Tools.....  | 35 |
| <b>Freshman</b> .....  | 35 |
| <b>Sophomore</b> .....   | 35 |
| <b>Junior</b> .....  | 36 |
| <b>Senior</b> .....  | 36 |

HOUSING AGREEMENT.....37  
 EMPLOYEE EXPECTATIONS .....39  
 Comps Order 39.....40

**IMPORTANT NOTICE ABOUT THE EMPLOYEE HANDBOOK**

THIS HANDBOOK AND ANY APPLICABLE STATE SUPPLEMENT IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE COMPANY AND PROVIDE SOME INFORMATION ABOUT WORKING HERE. THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE COMPANY’S GUIDELINES AND OUR EXPECTATIONS REGARDING YOUR CONDUCT. THIS EDITION SUPERSEDES AND REPLACES ALL PREVIOUSLY ISSUED EDITIONS AND ANY INCONSISTENT VERBAL OR WRITTEN POLICY STATEMENTS ISSUED PRIOR TO THIS HANDBOOK.

**For Current and Comprehensive Postings of Policies please visit:**

[www.elightinformation.com/hr-portal](http://www.elightinformation.com/hr-portal)

**PW: elight361**

EXCEPT AS MAY BE REQUIRED BY STATE LAW, EMPLOYMENT WITH E LIGHT ELECTRIC SERVICES IS AT-WILL. EMPLOYEES HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH THE COMPANY, WITH OR WITHOUT ADVANCE NOTICE, FOR ANY REASON. THE COMPANY HAS THE SAME RIGHT. THE LANGUAGE USED IN THIS HANDBOOK, ANY BENEFIT PLAN, AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED; NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION. NO REPRESENTATIVE OF E LIGHT ELECTRIC SERVICES, OTHER THAN THE [PRESIDENT/OWNER/EXECUTIVE DIRECTOR OR HIS OR HER AUTHORIZED REPRESENTATIVE], HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE [PRESIDENT/OWNER/EXECUTIVE DIRECTOR OR HIS OR HER AUTHORIZED REPRESENTATIVE] AND THE EMPLOYEE.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, EMPLOYEES WHO HAVE QUESTIONS SHOULD TALK WITH THEIR IMMEDIATE SUPERVISOR OR THE HUMAN RESOURCES DEPARTMENT. IN ADDITION, THE NEED MAY ARISE TO REVISE, DELETE, OR ADD TO THE PROVISIONS IN THIS HANDBOOK AND ANY APPLICABLE STATE SUPPLEMENT. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE COMPANY, RESERVES THE RIGHT TO MAKE SUCH CHANGES WITH OR WITHOUT PRIOR NOTICE NO ORAL STATEMENTS OR REPRESENTATIONS CAN CHANGE THE PROVISIONS OF THIS EMPLOYEE HANDBOOK.

THIS HANDBOOK MAY APPLY TO EMPLOYEES WORKING IN A STATE WITH GREATER AND/OR DIFFERENT RIGHTS. EMPLOYEES WILL RECEIVE A STATE-SPECIFIC SUPPLEMENT THAT PROVIDES INFORMATION AND GUIDELINES APPLICABLE TO EMPLOYEES WORKING IN THAT STATE. THE COMPANY COMPLIES WITH APPLICABLE STATE AND LOCAL LAWS.

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

E Light Electric Services believes in freedom of opportunity for every individual to work at a job for which he/she qualifies on merit. Accordingly, E Light Electric has adopted a policy of equal employment opportunity for each employee and applicant. Under the policy, the employment of individuals and their job assignments, transfers, and promotions are determined by matching the requirements of an open position with the candidate's skills and qualifications without regard to race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, disability, or any other protected class under relevant federal, state, or local law, unless there is a bonafide occupational qualification requirement. This policy of nondiscrimination intends to comply with employment practices and procedures including recruiting, hiring, training, education, compensation, benefits, promotion, transfer, layoffs, and terminations.

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

We seek applicant referrals from our current employees.

## **AFFIRMATIVE ACTION STATEMENT – CONTRACTOR**

It is the ongoing policy and practice of E Light Electric Services, Inc. to provide equal opportunity in employment to all employees and applicants. No person shall be discriminated against in any condition of employment because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability, or any other status protected by applicable law.

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

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

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

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

Perry Herrmann



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

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

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

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

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

## **POST-EMPLOYMENT REFERENCE POLICY**

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

## **SEPARATION OF EMPLOYMENT**

### **Resignation**

If you desire to end your employment relationship with the Company, we ask that you notify us as soon as possible of the intended separation. Notice generally allows sufficient time to transfer work, cover shifts, return Company property, review eligibility for continuation of insurance, and make arrangements for your final pay.

Employees who plan to retire are asked to provide sufficient advance notice to the Company so we can timely process any pension forms or other retirement benefits to which an employee may be entitled.

### **Job Abandonment**

E Light will treat job abandonment as a resignation and will issue the final check on the next regular payday or as required by state law.

## **JOB LOCATION**

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

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

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

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

## **JOB ATTACHED LAYOFF**

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

## **HOURS OF WORK**

Our product at E Light Electric is service, and both your presence and promptness are instrumental to offering our clients the best service available. Work schedules, lunch periods, and breaks are in accordance with the Colorado current COMPS Order.

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

Colorado non-exempt hourly employees receive overtime pay at one and one half times the regular hourly rate for time worked over 40 hours in one week or over 12 hours in a work day. For purposes of calculating overtime, the workweek begins Monday at 12:00 a.m. and ends Sunday at 11:59 p.m.

Unless state or local law requires otherwise, employees will be provided with a meal and rest breaks as appropriate, subject to operational needs. Rest breaks of short duration (lasting between five and twenty minutes) will be counted as "hours worked" and paid accordingly. Employees are entitled to uninterrupted and duty-free meal periods of at least 30 minutes when a shift exceeds 5 consecutive hours and are not considered

“hours worked” and are unpaid. Non-exempt employees must be completely relieved from work duties during any unpaid meal breaks. For “Real Time Employees” the time keeping system will automatically deduct 30 minutes for your meal period. If your meal period is shorter than 30 minutes, or if it is interrupted by work, this must be corrected in the time keeping system. Notify your supervisor that day so that the correction can be made. Non-exempt employees must comply with all electronic timekeeping requirements, including recording the beginning and end time of their meal breaks.

Employees who wish to work through a lunch period in order to leave the job early may do so by submitting a request to their supervisor (i.e. an email) reflecting such request. Requests must be received and approved by your supervisor prior to working through the lunch period. All other rest breaks that are required by law will not be affected by such request.

All electronic time records are due by noon on Monday for the previous work week and paydays are every Friday. Direct Deposit is highly encouraged. NOTE: If a holiday falls on a Monday, all timesheets should be turned in by the end of the day on the previous Friday. In the event that this is not possible, you may turn them in NO LATER than the following Tuesday by 9:00 am.

## **NOTIFICATION OF ABSENCE OR TARDINESS**

If you are absent from work for any reason, you must personally notify your supervisor at the beginning of your workday or as soon after as possible on the day of the absence. It is not acceptable to leave a message in the E Light Electric general mail box nor is it acceptable to send a TEXT message unless your supervisor approves of such communication. If you are absent for more than one day, you must report your absence daily unless you have made arrangements with your supervisor. If while at work you become ill or a family emergency arises and you have to leave, you must report this and your anticipated time of return to your supervisor before you leave. Absences for personal reasons generally are not considered emergencies, and it is preferred that you schedule this at least two weeks in advance, or it may not be approved.

The management of E Light Electric may request a doctor's certification or other documentation of an absence. All documentation provided may be subject to verification. In some cases, a doctor's certification regarding ability to return to work may be required prior to returning to work.

You are also expected to arrive on time for work, both in the morning and after lunch, at your designated job site or work assignment and be ready to work. If you will be late you must inform your immediate supervisor of your anticipated arrival time. Chronic or excessive tardiness or absence will not be tolerated.

## **Attendance**

Construction is a schedule driven industry and our projects are completed successfully due to a team effort. Absenteeism and tardiness can be a very serious problem for our Company. It is costly, causes unnecessary overtime, imposes additional work on co-workers and supervisors, disrupts schedules, and creates morale problems. Your presence on the job is an essential function of your position.

Employees are expected to be at work and on time as scheduled. It is recognized that occasional amounts of absence for sickness are often beyond the control of the employee.

If it is necessary for employees to be absent from work due to illness, injury, or emergency situation, they must notify the Company as soon as possible. Employees should contact their immediate supervisor, or if unavailable, the department manager, or Human Resources Department Director. Employees should notify the Company of the reason for their absence and expected return date. Voice mail messages are not acceptable.

## **Job Abandonment**

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

## **WORK RULES AND CORRECTIVE ACTION**

An employee's conduct is a major factor affecting the health and growth of the Company. It is also an important aspect of the Company's image within the community.

When management finds an employee's performance is unsatisfactory or an employee's conduct is unacceptable, disciplinary action may be taken. The discipline may range from informal discussion with the employee to immediate discharge. Any action taken by management in an individual case should not be assumed to establish a precedent in other circumstances.

## **DISCRIMINATION AND HARASSMENT**

### **Equal Employment Opportunity/Unlawful Harassment**

The Company is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, gender identity, military or veteran status, or any other applicable status protected by state or local law. This prohibition includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal or physical conduct which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. This policy applies to all employees, including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

### **ADA and Religious Accommodation**

The Company will make reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief unless doing so would result in an undue hardship to the Company or cause a direct threat to health or safety.

### **Pregnancy Accommodation**

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the Company will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the Company's business operations. The Company may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or

who wish to request a reasonable accommodation under this policy should contact their Human Resources representative [or insert name/contact details for appropriate company representative or department]. The Company will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

## **Sexual Harassment**

The Company strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

Submission to such conduct is made explicitly or implicitly a term or condition of employment.

Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.

Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times.

Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

Written form, such as cartoons, posters, calendars, notes, letters, e-mails. Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates. Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

## **Pay Transparency Policy Statement**

E Light Electric will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c).

## **Complaint Procedure**

If you believe there has been a violation of the EEO policy or harassment based on the protected classes listed above, including sexual harassment, please use the following complaint procedure. E Light Electric expects employees to make a timely complaint to enable the Company to investigate and correct any behavior that may be in violation of this policy. Report the incident to the Director of Human Resources or Director of Loss Prevention who will investigate the matter and take corrective action. Your complaint will be kept as confidential as practicable. If you prefer not to go to either of these individuals with your complaint, you should report the incident to Human Resources. The Company prohibits retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. If you believe there has been a violation of our EEO or retaliation standard, please follow the complaint procedure contained in the sexual harassment policy.

## **SAFETY**

It is the Company's goal to maintain a high standard of employee health and safety. To achieve these high standards, we try to maintain a safe, healthy, efficient, and productive work environment. Toward this end, we provide training, safeguards, and programs to prevent accidents, to prevent damage to property, and to promote safety.

Employees are responsible to abide by all applicable safety rules and regulations contained in the Company's Safety Manual. We expect employees to do their job in a manner that ensures their personal safety and that of fellow employees. Employees are covered for work related injuries under Worker's Compensation.

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

## **REVIEWS AND EVALUATIONS**

The Company endeavors to conduct employee reviews. Please contact and advise your supervisor or Human Resources if more than one year has passed since receiving formal feedback.

## **MERIT SHOP PHILOSOPHY**

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

## **EMPLOYEE SUGGESTIONS**

E Light Electric welcomes suggestions for continued improvement. If you have suggestions for a better way to do your job or meet customer needs, we encourage you to discuss this with your supervisor or to put them in writing and submit them to the division/department vice president. Any suggestions, innovations, inventions, or other matters created by you on work time or with company tools or property are considered to be the intellectual property of the company. You may also submit your ideas by going to the E Light Information webpage: [elightinformation.com](http://elightinformation.com) under the Additional Pages category.

## **Job Related Problems**

Employees who disagree or are dissatisfied with a Company practice should promptly discuss the matter with their immediate supervisor, where appropriate. Normally, this discussion should be held within three to five days of the incident, or in a timely manner. Discussions held in a timely manner will enhance our ability to resolve concerns while it's fresh in everyone's mind. The majority of misunderstandings can be resolved at this level.

If the solution offered is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to Human Resources. If the problem still cannot be resolved, employees may submit a written complaint to the Director of Loss Prevention for review and final decision about the situation. Also see the EEO/Harassment Complaint Procedure on page 9 of this handbook.

## **CONFIDENTIALITY**

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

## **INFORMATION TECHNOLOGY**

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

## **E LIGHT LOCK OR LOGOFF POLICY**

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

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

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

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

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

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

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

## **Private Family Leave Plan In Lieu of FAML I**

FAML I is a state-run program that provides income protection for eligible employees who are temporarily unable to work due to their or a family member's qualifying medical or legal reason. However, the Company has elected and been approved to provide a private family and medical leave plan in lieu of the state-run FAML I plan. Our plan provides at least the same benefits and protections available under FAML I. This includes partial income protection for eligible employees who are temporarily unable to work due to their or a family member's qualifying medical or legal reason, specifically, for the care of a newborn, adopted child, or fostered child; to care for a family member with a serious health condition; for the employee's own serious health condition; for qualifying military exigency leave; or to address safety needs or the impact of domestic violence and/or sexual assault. Partially paid leave is available for up to 12 weeks in a benefit year or up to 16 weeks under certain circumstances related to pregnancy and childbirth. For more information regarding this important benefit, including required documentation and waiting periods, please contact Human Resources.



## **FAMILY AND MEDICAL LEAVE**

The Company provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth.
- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
- Serious health condition that makes the employee unable to perform the employee's job.

### **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service-member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

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

### **Benefits and Protections**

During FMLA leave, the Company maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the Company for payment of insurance premiums during leave. Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave. Holidays, funeral leave, or employer's jury duty pay are not granted on unpaid leave.

### **Eligibility Requirements**

Employees are eligible if they have worked for this Company for at least 12 months, for 1,250 hours over the previous 12 months, and if they work at a work site with at least 50 employees within 75 miles.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition

that either prevents the employee from performing the functions of the employee's job, or prevents a qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## **Use of Leave**

The maximum time allowed for FMLA leave is either 12 weeks in the 12-month period as defined by the Company, or 26 weeks as explained above. The Company uses the 12-month period measured forward from the first day of an employee's leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Company's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

## **Substitution of Paid Leave for Unpaid Leave**

The Company requires employees to use accrued paid leave while taking FMLA leave. Paid leave used at the same time as FMLA leave must be taken in compliance with the Company's normal paid leave policies. If an employee's leave of absence does not constitute paid leave as defined in the Company's paid leave policies, the employee cannot use accrued paid leave, but can take unpaid leave. FMLA leave is without pay when paid leave benefits are exhausted.

## **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave. Certification is not necessary in cases of pregnancy related leave. The Company may require second and third medical opinions at the Company's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Company's attendance guideline. Employees on leave must contact the Human Resources Manager at least two days before their first day of return.

## **The Company's Responsibilities**

The Company will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Company will provide a reason for the ineligibility. The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

## **Unlawful Acts**

FMLA makes it unlawful for the Company to: Interfere with, restrain, or deny the exercise of any right provided under FMLA. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Company.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

## **HOLIDAYS**

The following holidays are currently recognized as paid holidays:

New Year's Day  
Memorial Day  
Fourth of July

Labor Day  
Thanksgiving  
Christmas

Holiday pay is considered eight hours of regular rate of pay for all full-time employees. If part-time, you will be paid for the amount of hours you would have normally worked, not to exceed 8 hours. If a holiday falls on a Saturday, the day prior (Friday) will be observed as the holiday. If the holiday falls on Sunday, the day after (Monday) will be observed.

Holiday pay is/is not currently considered time worked in the computation of overtime.

### **Holidays during PTO:**

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

### **Temporary "Seasonal" Employees**

Seasonal employees will accrue paid time off (PTO) at a rate of .03334 hours for every hour worked.

### **Temporary Employees Working Through an Agency**

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

### **Working on a Holiday**

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

If an hourly employee works on a holiday that is observed by E Light Electric they will receive pay for those hours worked and 8 hours for the holiday as appropriate by state laws.

#### **Salaried / Exempt:**

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

## **SERVICE "EMERGENCY ON-CALL" INCENTIVE**

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

service. On-Call Service Technicians also receive pay for all time worked in the event of providing emergency service.

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

## **ERRORS IN PAY**

Exempt employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period on a weekly basis. The Company is committed to complying with salary basis requirements which allows properly authorized deductions. If you believe an improper deduction has been made to your salary, you should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will promptly be reimbursed.

## **MISSING CHECK PROCEDURE**

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

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

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

## **PAID TIME OFF**

PTO may be used for vacation, occasional illness and illness of family members, doctor and dental appointments, funerals and other personal business. Employees can also use accrued leave for the following safety or health needs:

- 1) a mental or physical illness, injury, or health condition that prevents work, including diagnosis or preventive care;
- 2) domestic abuse, sexual assault, or criminal harassment leading to health, relocation, legal or other services needs'
- 3) has a family member experiencing a condition described in category (1) or (2); or
- 4) in a PHE, a public official closed the workplace, or the school or place of care of the employee's child.

Employees should schedule their PTO hours with their supervisor. In case of multiple requests for PTO days at the same time, the management of E Light Electric shall determine who may take PTO at the requested time. You are required to fill out the PTO form located on the E Light Information website for absences known in advance in order to let your supervisor know and approve. In order to get paid for the time off you must enter all PTO hours in the electronic time keeping system that reflects the week in which the time is taken.

## **Exempt Employees**

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

## **Non-Exempt Employees**

Non-Exempt employees may take PTO in .25 hour increments, if available as needed, in order to make their workweek “whole” depending on the normal work week schedule up to a maximum of 40 hours per week. Non-exempt employees are not allowed to accrue negative PTO.

## **PTO Accruals for All Employees**

PTO accrues in the following manner for full-time employees effective January 1, 2021:

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

- PTO accrues at the rate of .03334 hours for each hour worked, capping off at 56 hours within the first year.
- After the first anniversary date through the termination of employment, PTO accrues at the rate of .03846 hours for each hour worked, capping off at 80 hours per year with a maximum accrual carryover limit of 120 hours year to year.
- Under special circumstances, the maximum number of hours you can accrue is 180 hours. Once an employee reaches this cap, he or she ceases accruing further PTO until the balance falls below the cap.

## **Cash Out During Employment:**

E Light Electric encourages all employees to take their PTO and therefore we discourage “paying out” any PTO hours, however, if you choose to, you may “cash out” PTO hours. PTO hours will be paid at 75% of the dollar amount you are normally paid in order to discourage “cash out” and encourage the time used for PTO or other personal matters. All Field employees PTO “cash outs” need to be approved by the Vice of Operations and any Office employees PTO “cash outs” need to be approved by the President/CEO of the company. PTO cash out will be paid out at 100% if required by a specific state law.

## **Cash Out At Termination:**

All accrued but unused PTO will be paid out at 100% of the base hourly rate upon separation from employment.

## **Scheduling:**

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

## **JURY DUTY**

We encourage you to meet your civic responsibility when you are called for jury duty. If you receive a summons for jury duty, present it to your supervisor.

You receive full pay up to \$50.00 per day for the first three days of jury duty if you are scheduled to work and are a nonexempt employee. Jury duty beyond three days is without pay from the Company for nonexempt employees. However, beginning with the fourth day and thereafter, the juror is paid \$50.00 per day by the State of Colorado for state district or county courts. You are expected to report to work if you are excused from jury duty during normal work hours. You will be required to present proof of jury duty for payroll purposes.

## **TOBACCO AND SMOKE-FREE WORKPLACE**

In keeping with our Company's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace. Smoking is prohibited within 15 feet of a main entrance and on Company grounds unless otherwise designated as an area for smoking. Smoking is prohibited in all Company vehicles. This prohibition includes all forms of tobacco and e-cigarettes. This restriction applies to all employees and visitors.

## **BEREAVEMENT POLICY**

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

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

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

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

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

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

NOTE: Bereavement pay is "Per Occurrence". If, in the unlikely event, there is an accident that involves more than one family member, the number of days allotted will be based on the employee's nearest relative.

## **OFFICE CLOSURES**

### **Partial day closures:**

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

### **Full day closures:**

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

### **Office Conditions**

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



## **CONTINUING EDUCATION**

### **Qualifications**

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

### **Tuition Reimbursement Schedule:**

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

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

If you receive educational aid from other sources, such as Veteran's Administration Assistance, the Company currently pays only the difference between the amount of such aid and the cost of the tuition. Should an employee who received reimbursement voluntarily resign employment within one year from the date of reimbursement, such employee will be required to pay back the amount of full reimbursement to the Company.

### **Books:**

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

Employees must submit evidence of satisfactory completion of the course and receipts for reimbursable expenses within 30 days of completing the course.

The amount of tuition reimbursement over the IRS allowed limit may become taxable income.

## **ELECTRICAL APPRENTICE TRAINING**

The electrical apprenticeship training program is designed so that apprentices are trained in our fully accredited training facility. Apprentices complete 144 hours of class time per year. Classes include topics such as safety, electrical trade, theory, leadership, productivity, efficiency and lean construction. Apprentices are paid for the class day as this is their job assignment for that day. This process allows us to provide an enhanced environment for learning. By combining on-the-job experience with a structured classroom environment, this four-year program gives students the knowledge and skills to pass the Journeyman Electrician exam, become competent electricians and most importantly they are prepared to lead a team.

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

## WHISTLEBLOWER PROTECTION

Employees at E Light Electric Services must be committed to the highest ethical standards in the execution of their duties and responsibilities. If you feel you are being asked to violate Company guidelines, address your concerns with your supervisor or a member of the executive team.

E Light Electric Services prohibits its employees, contractors, subcontractors, or other agents from discriminating or retaliating in the terms and conditions of employment with respect to employees who:

- Provide information to or assist in any investigations with company supervisors or investigators in regard to reported fraudulent activity, theft or suspicious activity.
- File, testify, participate in, or otherwise assist in any proceedings currently filed or to be filed involving alleged violations of company safety rules, fraudulent activity, theft, or suspicious activity.

**You are expected to report perceived ethical violations. The Company expects employees to make a timely report to enable the Company to investigate and resolve any behavior that may be in violation.**



**TO ANONYMOUSLY REPORT ETHICAL VIOLATIONS, SCAN THE QR CODE USING YOUR PHONE. THESE REPORTS ARE SEEN BY THE E LIGHT HUMAN RESOURCES DEPARTMENT AND ALL REPORTED ISSUES WILL BE INVESTIGATED.**

**If you suspect fraud, theft, or suspicious activity, use the QR code above or call 1-866-536-5084 and ask for President/CEO, Vice President of Finance, or Human Resources. Your report will be kept as confidential as practicable. The Company prohibits retaliation against an employee for filing a report or for assisting in an investigation.**

## COMPUTER SECURITY AND COPYING OF SOFTWARE

The Company fully supports copyright laws. Employees may not copy or use any software, images, music, or other intellectual property (such as books or videos) unless the employee has the legal right to do so. Employees must comply with all licenses regulating the use of any software and may not disseminate or copy any such software without authorization. Employees may not use unauthorized copies of software on personal computers housed in Company facilities..

## FIELD CELL PHONES

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

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

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

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

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

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

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

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

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

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

Employees shall be responsible for the care of their cell phone and may be held financially responsible for damage or loss if the reason for the damage or loss is determined to be the fault of the employee. Prior to the issuance of a company provided cell phone a separate equipment issuance form will be needed.

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

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

### **Devices**

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

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

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

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

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

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

## **Data**

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

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

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

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

Company data stored on BYOD devices is still considered the intellectual property of E Light Electric. As such, E Light Electric has every right to safeguard and protect it as if it were physical property. If a BYOD device that contains Company data or a Company email account is lost, stolen, or the owning employee is terminated, E Light Electric is within its rights to remotely wipe the device of all data, Company and personal alike. E Light Electric is also allowed to backup any company data to corporate network locations or remove any Company data or company-purchased/maintained programs stored on BYOD devices.

## Personal Access Keys (PAKs)

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

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

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

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

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

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

## SEARCHES, INSPECTIONS and MONITORING

The Company reserves the right to conduct searches and inspections when it reasonably believes that a violation of company policy has occurred. Cooperation in the conduct of inspections is required as a condition of employment.

Employees on the Company's premises, at a worksite, or in a Company vehicle are subject to questions and search at the Company's discretion. The Company reserves the right to inspect personal items, such as lunch pails, toolboxes, thermoses, purses, vehicles, etc., carried by individual employees or brought to company premises or worksite. If you have personal items that you would not like subjected to such inspection, these items *should not be brought onto Company premises or worksites*. A search can also include Company property such as, Company vehicles, lockers, desks, filing cabinets, computer files, E-mail, and Voice-mail. Therefore, employees should not expect that anything brought onto or used on company premises or worksites, or any company device use is private.

A Company-initiated search does not necessarily imply an accusation of theft or that an employee has broken a rule. Refusal to cooperate with or submit to a search will not be tolerated.

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

## **PERSONAL USE OF SOCIAL MEDIA**

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

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

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

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

## **DATA DISPOSAL POLICY**

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

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

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

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

## **NO SOLICITATION**

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

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

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

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

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

### **Non-Employees:**

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

### **Definitions:**

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

## **WORKPLACE ANTI-VIOLENCE POLICY**

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

Any action which in management's opinion is inappropriate to the workplace will not be tolerated. Such behaviors may include, but are not limited to, physical and/or verbal intimidating, threatening, or violent conduct, vandalism, sabotage, arson, use of weapons, and bullying. Also prohibited is the carrying of weapons onto Company property, regardless of whether the employee possesses a concealed carry permit.

Employees should immediately report any such occurrences to their supervisor or to the Human Resources Department. We will investigate complaints. When employees are found to have engaged in the above conduct, management will take action that it believes is appropriate.

Employees should directly contact law enforcement, security, and/or emergency services if they believe there is an imminent threat to the safety and health of themselves or co-workers.

If you are a victim of domestic violence, please contact Human Resources for assistance.

Workplace bullying is repeated mistreatment through verbal abuse, offensive conduct/behaviors and work interference. If you feel you are subjected to workplace bullying, please contact Human Resources.

## **BUSINESS EXPENSE REIMBURSEMENT**

### **Business Expenses:**

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

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

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

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

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

### **Transportation Expenses:**

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

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

### **Gifts:**

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

## **DAVIS-BACON RETIREMENT PLAN**

Employees working on Davis-Bacon, Prevailing Wage, Certified or other applicable “Public Works” projects will automatically be enrolled into the E Light Electric “Davis-Bacon” Retirement Plan. For these types of projects, both wage and fringe are established by a government issued wage determination. Any difference in the stated fringe benefit will be paid out as a deposit to the established qualified retirement plan unless the project is governed by a contract that states otherwise. This fund is professionally administered and quarterly statements showing the amount paid into the plan together with any amount of earnings will be mailed to each



participant. It is imperative that individuals participating in this type of benefit provide E Light Electric with any updated address information to assure the timely receipt of all mailed statements.

## **TRAVEL EXPENSE REIMBURSEMENT**

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

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

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

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

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

### **Travel Itinerary Changes:**

If emergencies arise during your travel and you must change your itinerary, please contact the travel coordinator during business hours.

For **\*\*EMERGENCY ASSISTANCE \*\*** AFTER HOURS PLEASE CALL: 1-888-340-8729 and use code: P-N1L

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

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

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

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

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

## **Per Diem guidelines:**

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

## **Wages Paid During Travel:**

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

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

## **Misc. Expenses:**

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

- Original receipts for meals with customers must be submitted through internet email process outlined in Wells Fargo Commercial Card instructions.
- Itemized receipts, that show items purchased and sales tax, are required.
- Final credit card charge receipt with tip amount, when applicable.
- Tips beyond 20% of the subtotal will not be reimbursed.
- Reimbursement requests turned in past 30 days will require VP of Finance approval.
- Fuel Reimbursement and wages paid for non-airline travel
  - When an employee drives out to a job site out of state in their own personal vehicle, they may claim fuel expenses for reimbursement. Mileage will not be reimbursed.
  - Hours must be documented for the time of travel via the personal vehicle, but will only be reimbursed for time air travel would have taken during working hours, unless otherwise stated in federal or state law. The department manager reserves the right to approve payment of additional travel hours due to special circumstances for traveling employees.
- The company may reimburse the following miscellaneous travel expenses: taxi's, airport parking, toll road charges, baggage fees, and early check in fees for airline seat selections. You must obtain preapproval and turn in an expense reimbursement with receipts for each of these charges.
- The company cannot make any payments for non-employee lodging, meals or incidentals without reporting it under that person's social security number on a 1099 annual report. Therefore, the company does not allow employees to setup or pay for lodging, meals or incidentals for other non-employees.

The only exception is when the president has approved payment for entertainment purposes with a customer on a limited, pre-approved basis.

## Corporate Management Travel:

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

## TOOL REQUIREMENTS

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

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

## Required Tools

### Freshman

1-Electrical Tool Pouch, tool belt with Suspenders and a Nail/Screw Side Pouch \*  
1-Scratch Awl (Klein 66385)  
1-Side Cutters (Klein D213-9NEIP)  
1-Diagonal Cutters Klein (D-248-8)  
**1-Current Edition of the National Electric Code**  
1-Long Nose Pliers Klein (D-203-8NCR)  
1-Pump Pliers (Channel Lock 430) 10"  
Pump Pliers (Channel Lock 440) 12"  
1-Wire Stripper (Klein 11045)  
1- 4" Square Shank Screwdriver (Klein 600-4)  
1- 6" Square Shank Screwdriver (Klein 600-6)  
1-Battery Screw Gun (within first 6 months)  
**Pocket note pad**  
**Pencil, Ink Pen, Sharpie ( All Three, not a choice between the three)**  
**Watch Time piece, (Not a cell phone, a watch)**

1-Tape Measure 1" X 25'  
1-Solenoid Voltage Tester (Wiggy)  
1-Utility Knife (Klein 44105)  
1-Hacksaw (Klein 701-5)  
1- 6" Rapi-Drive Screwdriver (Klein 670-6) 1-  
1-Pal Conduit Reamer (Klein 19350)  
1-Torpedo Level (Klein 930-9) 1-1-  
1-Roto Split  
1-Flashlight  
1-Electrician's Straight Claw hammer (Klein 807-18)  
1- 4" Phillips Tip Screwdriver #2 (Klein 603-4)  
1 Receptacle Tester

### Sophomore

1-Six-In-One Tapping tool (Klein 627-20)  
1- 8" Adjustable Wrench (Klein 506-8)  
Offset Screwdriver (Klein V05)  
1-Key Hole Saw  
Pump Pliers (Channel Lock 460)  
1-Combination Wrenches 1/4- 3/4  
Hex Key Set 3/16- 3/8" (Klein 70579)

1-Stubby Phillips (Klein 603-1)  
1-7 pc Nut Driver Set (Klein 631) 1-  
1-Snips-Straight  
1-Stubby Screwdriver (Klein 600-1) 1-  
1- 3/8" Socket Wrenches 1/4- 3/4  
1-Hex Key Set 5/64- 1/4" (Klein 70591) 1-  
1/8" Cabinet Control Screwdriver (Klein 614-4)

## Upper Class Additional Required Tools

### Junior

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

### Senior

- 1-Voltage Multi Me

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

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

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

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

## HOUSING AGREEMENT

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

1. Employee will represent the company in a professional manner. Any complaints from the landlord or neighbors will be grounds for removal from premise. Employee will then be responsible for their own housing arrangements.
2. Employee will abide by all terms of the signed lease and Homeowners association requirements, including but not limited to: no pets (unless previously approved by E Light Management and allowed per the lease), no smoking will be allowed inside the unit, park only where allowed, trash disposal-snow removal per requirements, etc. No Exception. If a fee or penalty is imposed for any violation of the lease agreement or for any other reason, by signature below the employee expressly authorizes E Light Electric Services to deduct this amount from their paycheck in one lump sum or over time (if over \$50.00) if it is determined that the employee is responsible for the violation fee or penalty.
3. Upon transfer, termination or quit by the Employee, any compensation such as the final check, accrued vacation pay, safety and attendance pay will be withheld pending property inspection and return of all keys. By signing this agreement the employee agrees that final compensation may be withheld as compensation for any damages. This inspection will occur within two business days.
4. Utilities will be paid for by the company. However, tenants must be reasonable in the consumption of these utilities. Unreasonable usage, based on the previous utility records from the employee's own and/or comparable units, will become the responsibility of the tenant and by signing this agreement may be deducted from their following paycheck. Turn off lights, turn down thermostat, close windows, etc. Employee is responsible for any extra services. E Light will provide internet access when available.
5. Employees must be considerate of roommates, such as pick up and clean up after themselves, daily trash removal, etc. Quiet time after 10PM or as stated in the lease agreement, etc. Employees are responsible for keeping units clean. E Light will provide weekly cleaning services however these services will only be for surface cleaning, restroom cleaning, and vacuuming. Employees will be responsible for any extra charges due to additional cleaning that would be required because the employee has not kept the unit clean.
6. Employee is responsible for their own rental insurance. E Light Electric will not be responsible for any damage to or theft of personal property.
7. Employee recognizes that some leases may not be renewable at lease end and employee may be required to move to new company housing at expiration of current lease or to meet the needs of the project.
8. If any furnishings are provided as part of the lease they must be maintained in the same condition as when first occupied. Employee will be responsible for any damage or loss. Once vacated, upon inspection, it is noted that something has been removed or is missing i.e. a vacuum or dining chair, the cost of replacement of that item will be deducted from any pay that may be owed to you. This amount will be divided evenly among all those residing in the unit unless the party responsible comes forward. Removal of landlord property from the premises will be considered theft and reported to the local authorities.
9. Employee must provide a minimum of two weeks notice if they choose to leave the company provided housing.
10. Housing assignments will be made by management. Employees shall not make housing transfers or modifications to assignments without management approval. While the company will try to accommodate roommate selections, we will place employees based upon room availability at that time.

11. Employee agrees to accept the property in its current condition and return it in original move-in clean condition.
12. Employee agrees to not assign this lease or sublet at any time.
13. Employee agrees that in no case shall someone other than those authorized by E Light Electric be allowed to stay in the company provided housing. It is also agreed that when employees are away from the premises for any length of time, that their room, personal belongings, bed and area of that which would be referred to as "personal space" will not be intruded upon in any way by anyone. In simple terms...please STAY OUT of any area and STAY OUT of any personal belongings of an employee that is away. Just because the employee is away does not open the room or bed area up for someone else. In the event that this occurs, disciplinary action to the offender may include termination, depending on nature of the offense. Employee also understands that E Light Management retains the right to make periodic inspections of corporate housing.
14. Employee housing is provided free of charge to the employee while working on the project assigned in connection with the housing. It is understood that the project in connection with the housing will have manpower changes from time to time and space will need to be adjusted as the manpower needs change. This means that rooms may need to be shared in order to accommodate the manpower needs. Employees working on the project associated with the company provided housing can always find their own housing at their own expense if they cannot make these adjustments as needed.
15. If any appliance or system in the premises including but not limited to: any range, oven, refrigerator, furnace, heating system, electrical or plumbing system fails to operate or otherwise malfunction, the employee/tenant shall promptly notify E Light Electric.
16. Employee shall not make any repairs or alterations without contacting E Light Electric and receiving prior written approval. Any authorized repairs will be inspected.
17. Employee agrees that scheduled regular inspections may be conducted by a management representative of E Light Electric and/or the Landlord. These inspections will be scheduled and coordinated between the employee and E Light Electric.
18. E Light Electric may hire a cleaning company for the property. Premises should be picked up adequately for the cleaning service to perform tasks such as vacuum, maintain the hardwood floors, clean bathrooms and kitchen, etc. Most properties will be cleaned on a monthly basis, but the company reserves the right to increase to semi-monthly or weekly cleans as necessary upon inspection of the space.
19. If any violation of this agreement or upon any transfer, termination or quit by Employee, the right to occupy the premises may be terminated by E Light Electric, and Employee may be removed without a breach of the peace or any damages, to permit E Light Electric to repossess the premises free and clear of any rights of Employee. If at any time Employee is asked to vacate the premises, Employee agrees to peacefully surrender the premises immediately, and if Employee remains in possession of premises, Employee shall be deemed guilty of forcible entry and detainer of the premises, and, waiving notice, shall be subject to forcible eviction with or without process of law.
20. Employees may not possess or store in the company housing any firearms, weaponry, ammunitions or explosives.
21. Employees shall not host parties in the company housing.
22. Employees shall not have nor permit the use of any controlled substances.
23. Employees shall not perform unsafe acts within the company housing and are responsible for being aware of hazards and reporting such hazards to management immediately.

24. Employees shall confirm they have never had a history of disturbance, destruction, or poor housekeeping habits.

25. Employees will be subject to a background check per the apartment complex guidelines. This check could encompass a full history background check for any felonies or misdemeanors. Please disclose any items that should be considered before you are placed in housing that may have stringent requirements.

## **EMPLOYEE EXPECTATIONS**

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

This document has been posted on:

[www.elightinformation.com/hr-portal](http://www.elightinformation.com/hr-portal)

**Password: elight361**

**IMPORTANT: Please read over this document**



**COLORADO**  
Department of  
Labor and Employment

**COLORADO OVERTIME & MINIMUM PAY STANDARDS ORDER**  
**("COMPS Order") #39, POSTER & NOTICE**

*Effective 1/1/24; must update annually;*  
*new poster available each December*

**Colorado Minimum Wage: inflation-adjusted annually; \$14.42/hour in 2024, (Rule 3)**

- Employees must be paid at least minimum wage (whether hourly, salary, commission, piecework, etc.) unless exempt
- Unemancipated minors can be paid 15% less than full minimum wage
- Use the highest minimum wage that applies; all local minimum wages are posted at [ColoradoLaborLaw.gov](http://ColoradoLaborLaw.gov)

**Overtime: 1½ times regular pay rates for hours over 40 weekly, 12 daily, or 12 consecutive (Rule 4)**

- Overtime is required *each* week over 40 hours, or day over 12, even if 2 or more weeks or days average fewer hours
- Employers cannot provide time off ("comp time") instead of time-and-a-half premium pay for overtime hours
- Key variances/exemptions (all are detailed in Rules 2.3-2.4):
  - Modified overtime in a small number of health care jobs; exemption for certain heavy vehicle drivers
  - No 40-hour weekly overtime in downhill ski/snowboard jobs (but 56-hour overtime for many under federal law)
  - Agriculture: overtime after 48-56 hours (based on size and seasonality); extra breaks and pay on long days

**Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours (Rule 1.9)**

- Can be unpaid, but only if employees are completely relieved of all duties, and allowed to pursue personal activities
- If work makes uninterrupted meal periods impractical, eating on-duty must be permitted, and the time must be paid
- To the extent practical, meal periods must be at least 1 hour after starting and 1 hour before ending shifts

**Rest Periods: 10 minutes, paid, every 4 hours (Rule 5.2)**

| #Work Hours:   | Up to 2 | >2, up to 6 | >6, up to 10 | >10, up to 14 | >14, up to 18 | >18, up to 22 | >22 |
|----------------|---------|-------------|--------------|---------------|---------------|---------------|-----|
| #Rest Periods: | 0       | 1           | 2            | 3             | 4             | 5             | 6   |

- Need not be off-site, but must not include work, and should be in the middle of the 4 hours to the extent practical
- Rest periods are time worked for minimum wage and overtime purposes, and if employers do not authorize and permit rest periods, they must pay extra for time that would have been rest periods, including for non-hourly-paid employees
- Key variances/exemptions:
  - In some circumstances, 10-minute rest periods can be divided into two of 5 minutes (Rule 5.2.1)
  - Agriculture: certain work requires more breaks; other is exempt (Rule 2.3, & Agricultural Labor Conditions Rules)

**Time Worked: Pay for time employers allow performing labor/service for their benefit (Rule 1.9)**

- All time on-premises, on duty, or at workplaces (but not just letting off-duty employees be on-premises), including:
  - putting on/removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-clock duty,
  - waiting for assignments at work, or receiving or sharing work-related information,
  - security/safety screening, or clocking/checking in or out, or
  - waiting for any of the above tasks.
- Travel for employer benefit is time worked; normal home/work travel is not (details in Rule 1.9.2)
- Sleep time, if sufficiently uninterrupted and lengthy, can be excluded in certain situations (details in Rule 1.9.3)

***This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, contact: DIVISION OF LABOR STANDARDS & STATISTICS, ColoradoLaborLaw.gov, cdle\_labor\_standards@state.co.us, 303-318-8441 / 888-390-7936***

**Deductions, Credits, Charges, & Withheld Pay (Rule 6, and Article 4 of C.R.S. Title 8)**

- Final pay: Owed promptly (if a termination by employer) or at next pay date (if employee resigned)
- Vacation pay: Departing employees must be paid all accrued and unused vacation pay, including paid time off usable for vacation, without deducting or declaring forfeiture based on cause for termination, lack of resignation notice, etc.
- Deductions from pay: Allowed if listed below or in C.R.S. 8-4-105 (including deductions required by law, in a written agreement for the benefit of the employee, for theft in a police report, or for property loss after audit/notice)
- Tip credits: Employers can pay up to \$3.02 below the highest applicable minimum wage (Colorado or local), if:
  - (a) tips meet mandatory service charges/raise pay to full minimum, & (b) tips aren't diverted to non-tipped staff/owners
- Meal credits/deductions: Allowed for the cost or value (without employer profit) of voluntarily accepted meals
- Lodging credits/deductions: Allowed if housing is voluntarily accepted by the employee, primarily for the employer's (not the employer's) benefit, recorded in writing, and limited to \$25 or \$100 per week (based on housing type)
- Uniforms: Must be provided at no cost unless they are ordinary clothes without special material or design; employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear

**Exemptions from COMPS (Rule 2.2 lists all; key exemptions are below)**

- Executives/supervisors, administrators, and professionals paid at least a salary (not hourly wages) of \$55,000 in 2024 (then inflation-adjusted in future years), except \$33,170/hour for highly technical computer work
- Other highly compensated, non-manual-labor employees paid at least 2.25x the above salary (\$123,750 in 2024)
- 20% owners, or at a nonprofit, the highest-paid/highest-ranked employee, if actively engaged in management
- Various (not all) types of salespersons, taxi drivers, camp/outdoor education field staff, or property managers

**Record-Keeping & Notices of Rights (Rule 7)**

- Employers must give all employees (and keep for three years) pay statements that include time worked, pay rate (including any tips and credits), and total pay
- This year's poster must be displayed where easily accessible, or if not practical (such as for remote workers), provided within one month of beginning work and when employees request a copy
- Employers must include a copy of this poster, or the COMPS Order, in any employment handbook or manual
- Violation of notice of rights rules (posting or distribution), including by providing information underwriting this poster, may yield fines and/or ineligibility for employee-specific credits, deductions, or exemptions in COMPS

**Complaint & Anti-Retaliation Rights (Rule 8)**

- Employees can send the Division (contact info below) complaints or tips about violations, or file lawsuits in court
- Employers cannot retaliate against, or interfere with, employees exercising their rights
- Anonymous tips are accepted; anonymity or confidentiality are protected if requested (Wage Protection Rule 4.7)
- Owners and other individuals with control over work may be liable for certain violations — not just the business, even if the business is a corporation, partnership, or other entity separate from its owner(s) (Rule 1.6)
- Immigration status is irrelevant to these labor rights: the Division will not ask or report status in investigations or rulings, and it is illegal for anyone to use immigration status to interfere with these rights (Wage Protection Rule 4.8)



## ACKNOWLEDGMENT OF RECEIPT/AGREEMENT



I HAVE RECEIVED A COPY OF OUR EMPLOYEE HANDBOOK DATED \_\_\_\_\_ . I UNDERSTAND THAT THE HANDBOOK PROVIDES A SUMMARY OF THE COMPANY'S GUIDELINES AND ITS EXPECTATIONS REGARDING MY CONDUCT. I UNDERSTAND I AM TO BECOME FAMILIAR WITH ITS CONTENTS.

I UNDERSTAND THAT, EXCEPT AS MAY BE REQUIRED BY STATE LAW, MY EMPLOYMENT WITH THE COMPANY IS AT-WILL. THIS MEANS THAT NEITHER I NOR THE COMPANY IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A SPECIFIC PERIOD OF TIME AND THE EMPLOYMENT RELATIONSHIP MAY BE TERMINATED BY ME OR THE COMPANY AT ANY TIME, FOR ANY REASON.

THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION.

I UNDERSTAND THAT NO REPRESENTATIVE OF E LIGHT ELECTRIC SERVICES, OTHER THAN THE [PRESIDENT/OWNER/EXECUTIVE DIRECTOR OR HIS OR HER AUTHORIZED REPRESENTATIVE], HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND ANY SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE PRESIDENT/OWNER/EXECUTIVE DIRECTOR AND ME. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

FURTHER, I UNDERSTAND THAT THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE NOT ALL INCLUSIVE. THIS HANDBOOK SUPERSEDES ALL PREVIOUSLY ISSUED EDITIONS. NO ORAL STATEMENTS OR REPRESENTATIONS CAN CHANGE THE PROVISIONS OF THE HANDBOOK OR ANY SUPPLEMENT. EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT, THE COMPANY RESERVES THE RIGHT TO REVISE, DELETE, OR ADD TO ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF E LIGHT ELECTRIC SERVICES. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS.

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**Employee Signature**

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**Date**

**Print name:** \_\_\_\_\_