



# Union Employee Employment Manual

August 2020

[www.neielectric.com](http://www.neielectric.com)

**Minnesota:**

4815 White Bear Parkway, Saint Paul , MN 55110

Phone 651.771.1000 Fax 651.771.9119

**Wisconsin:**

*St. Croix Falls*

605 Industrial Parkway, St. Croix Falls, WI 54024

Phone: 715. 483.3854 Fax 715. 483.1107

*Eau Claire*

3233 Louis Avenue, Suite E, Eau Claire, WI 54703

Phone: 715.831.8752 Fax 715.831.8786

This page has been left blank intentionally.

# TABLE OF CONTENTS

	<u>PAGE</u>
EMPLOYEE RECEIPT/ACKNOWLEDGMENT—COMPANY COPY .....	i
EMPLOYEE RECEIPT/ACKNOWLEDGMENT—EMPLOYEE COPY.....	ii
Section 1. INTRODUCTION .....	1
Welcome.....	1
Nature of the Employment Relationship .....	1
Who to Contact .....	2
Job Assignments .....	2
Purpose of Employment Manual .....	2
No Company Authority.....	2
Protected Concerted Activity .....	2
Section 2. EQUAL EMPLOYMENT OPPORTUNITY .....	3
Prohibition of Harassment and Retaliation.....	3
Policy Statement.....	3
Sexual Harassment .....	3
Reporting Procedure .....	4
Investigation and Recommendation.....	4
Prohibition Against Retaliation .....	5
Discipline and Other Appropriate Action.....	5
Rules Regarding Employee Conduct and Discipline.....	5
Section 3. RESOLUTION OF COMPLAINTS.....	9
Section 4. YOUR RESPONSIBILITIES AS AN EMPLOYEE .....	11
Attendance and Unexcused Absences.....	11
Violation of Policy / Discipline .....	11
Inclement Weather .....	12
Moonlighting .....	12
Resolution of Complaints Regarding Payment of Wages .....	12
Policy for Refusal to Do Service at a Facility/Residence .....	13
Dress .....	13
Personal Cell Phones .....	13
Smoking Policy.....	14
Alcohol .....	14
Drugs .....	14
Business Gifts.....	15
Company Vehicles .....	15
Eligibility to Drive Company Vehicles.....	15
Company Vehicle Use.....	15
Distracted Driving .....	17
Policy.....	17
Specific Prohibitions .....	17
Suggested Practices.....	17
Consequences for Violating Policy .....	18

Phone, Computer, Email and Internet Use - Standards of Conduct .....	18
Use, Restrictions, Monitoring and Access of Company and Personal Electronic Devices .....	19
Additional Guidelines for Company Electronic Devices.....	19
Social Media .....	19
Use of Company Email .....	20
Code of Conduct of Electronic Communications .....	20
Notice/Policy on Privacy in Connection With Employment .....	21
Confidentiality .....	21
False Information and Claims.....	22
Workplace Violence; Inappropriate Conduct; Weapons.....	22
Medical Examinations .....	23
Medical Information (HIPAA) .....	23
<b>First Report of Injury/Accident/Incident Form .....</b>	<b>25</b>
<b>On the Spot Vehicle Accident Report Form.....</b>	<b>27</b>
 Section 5. EMPLOYEE PAY AND RECORDS .....	 29
Payroll .....	29
Travel and Reimbursable Expenses.....	29
Payroll Deductions.....	29
Change in Personal Information & Emergency Contact Information.....	29
Notices / Report Forms.....	30
Personal Information and Personnel Files .....	30
 Section 6. TIME AWAY FROM WORK .....	 32
Minnesota School Conference/Activity Leave.....	32
Family and Medical Leave of Absence .....	32
Eligibility.....	32
Twelve (12) Week FMLA Availability.....	32
Twenty-Six (26) Week FMLA Availability .....	33
Intermittent Leave.....	33
Procedure .....	33
Pay and Benefits .....	34
Return to Work.....	34
Military Leave .....	35
Jury Duty Leave.....	35
 Section 7. EMPLOYMENT ENDING .....	 36
Resignation/Termination .....	36
Layoff .....	36

# EMPLOYEE RECEIPT/ACKNOWLEDGMENT FORMS - NEI ELECTRIC COPY

## Section 1. INTRODUCTION

Welcome  
Nature of the Employment Relationship  
Who to Contact  
Job Assignments  
Purpose of Employment Manual  
No Company Authority  
Protected Concerted Activity

## Section 2. EQUAL EMPLOYMENT OPPORTUNITY

Prohibition of Harassment and Retaliation  
Policy Statement  
Sexual Harassment  
Reporting Procedure  
Investigation and Recommendation  
Prohibition Against Retaliation  
Discipline and Other Appropriate Action  
Rules Regarding Employee Conduct and Discipline

## Section 3. RESOLUTION OF COMPLAINTS

### Section 4. YOUR RESPONSIBILITIES AS AN EMPLOYEE

Attendance and Unexcused Absences  
Violation of Policy / Discipline  
Inclement Weather  
Moonlighting  
Resolution of Complaints Regarding Payment of Wages  
Policy for Refusal to Do Service at a Facility/Residence  
Dress  
Personal Cell Phones  
Smoking Policy  
Alcohol  
Drugs  
Business Gifts  
Company Vehicles  
Eligibility to Drive Company Vehicles  
Company Vehicle Use  
Distracted Driving  
Policy  
Specific Prohibitions  
Suggested Practices  
Consequences for Violating Policy

Phone, Computer, Email and Internet Use - Standards of Conduct  
Use, Restrictions, Monitoring and Access of Company and Personal Electronic Devices  
Additional Guidelines for Company Electronic Devices  
Social Media  
Use of Company Email  
Code of Conduct of Electronic Communications  
Notice/Policy on Privacy in Connection With Employment  
Confidentiality  
False Information and Claims  
Workplace Violence; Inappropriate Conduct; Weapons  
Medical Examinations  
Medical Information (HIPAA)  
First Report of Injury/Accident/Incident Form  
On the Spot Vehicle Accident Report Form

## Section 5. EMPLOYEE PAY AND RECORDS

Payroll  
Travel and Reimbursable Expenses  
Payroll Deductions  
Change in Personal Information & Emergency Contact Information  
Notices / Report Forms  
Personal Information and Personnel Files

## Section 6. TIME AWAY FROM WORK

Minnesota School Conference/Activity Leave  
Family & Medical Leave of Absence  
Eligibility  
Twelve (12) Week FMLA Availability  
Twenty-Six (26) Week FMLA Availability  
Intermittent Leave  
Procedure  
Pay and Benefits  
Return to Work  
Military Leave  
Jury Duty Leave

## Section 7. EMPLOYMENT ENDING

Resignation/Termination  
Layoff

**My signature below acknowledges that I understand and agree it is my responsibility to read the Union Employee Employment Manual and to follow the policies and rules specified in the pages of the Employment Manual which follow my signature below, together with any further changes, additions or deletions to such pages of the employment manual. I understand that the Employment Manual does not create a contract for continuing employment for a specific period of time or guarantee that my employment will end only under certain conditions.**

**This Employment Manual is the property of NEI Electric, and contains confidential, trade secret and proprietary information. I understand that I must protect confidential Employer information as described in the Confidentiality Section 4, of the Employment Manual, subject to the exception stated in that Section.**

**I acknowledge that this Employment Manual and its managerial guidelines and policies supersede all previous manuals and handbooks, and all other inconsistent employment-related materials, practices, procedures and representations of terms and conditions of employment with NEI Electric, whether verbal or written, all of which are hereby revoked and rescinded, subject to the exception stated in Section 1.**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**(Print your Name)**

This page has been left blank intentionally.

# EMPLOYEE RECEIPT/ACKNOWLEDGMENT FORMS - **EMPLOYEE COPY**

## Section 1. INTRODUCTION

Welcome  
Nature of the Employment Relationship  
Who to Contact  
Job Assignments  
Purpose of Employment Manual  
No Company Authority  
Protected Concerted Activity

## Section 2. EQUAL EMPLOYMENT OPPORTUNITY

Prohibition of Harassment and Retaliation  
Policy Statement  
Sexual Harassment  
Reporting Procedure  
Investigation and Recommendation  
Prohibition Against Retaliation  
Discipline and Other Appropriate Action  
Rules Regarding Employee Conduct and Discipline

## Section 3. RESOLUTION OF COMPLAINTS

### Section 4. YOUR RESPONSIBILITIES AS AN EMPLOYEE

Attendance and Unexcused Absences  
Violation of Policy / Discipline  
Inclement Weather  
Moonlighting  
Resolution of Complaints Regarding Payment of Wages  
Policy for Refusal to Do Service at a Facility/Residence  
Dress  
Personal Cell Phones  
Smoking Policy  
Alcohol  
Drugs  
Business Gifts  
Company Vehicles  
Eligibility to Drive Company Vehicles  
Company Vehicle Use  
Distracted Driving  
Policy  
Specific Prohibitions  
Suggested Practices  
Consequences for Violating Policy

Phone, Computer, Email and Internet Use - Standards of Conduct  
Use, Restrictions, Monitoring and Access of Company and Personal Electronic Devices  
Additional Guidelines for Company Electronic Devices  
Social Media  
Use of Company Email  
Code of Conduct of Electronic Communications  
Notice/Policy on Privacy in Connection With Employment  
Confidentiality  
False Information and Claims  
Workplace Violence; Inappropriate Conduct; Weapons  
Medical Examinations  
Medical Information (HIPAA)  
First Report of Injury/Accident/Incident Form  
On the Spot Vehicle Accident Report Form

## Section 5. EMPLOYEE PAY AND RECORDS

Payroll  
Travel and Reimbursable Expenses  
Payroll Deductions  
Change in Personal Information & Emergency Contact Information  
Notices / Report Forms  
Personal Information and Personnel Files

## Section 6. TIME AWAY FROM WORK

Minnesota School Conference/Activity Leave  
Family & Medical Leave of Absence  
Eligibility  
Twelve (12) Week FMLA Availability  
Twenty-Six (26) Week FMLA Availability  
Intermittent Leave  
Procedure  
Pay and Benefits  
Return to Work  
Military Leave  
Jury Duty Leave

## Section 7. EMPLOYMENT ENDING

Resignation/Termination  
Layoff

## EMPLOYEE RECEIPT/ACKNOWLEDGMENT FORMS - NEI ELECTRIC COPY

My signature below acknowledges that I understand and agree it is my responsibility to read the Union Employee Employment Manual and to follow the policies and rules specified in the pages of the Employment Manual which follow my signature below, together with any further changes, additions or deletions to such pages of the employment manual. I understand that the Employment Manual does not create a contract for continuing employment for a specific period of time or guarantee that my employment will end only under certain conditions. .

This Employment Manual is the property of NEI Electric, and contains confidential, trade secret and proprietary information. I understand that I must protect confidential Employer information as described in the Confidentiality Section 4, of the Employment Manual, subject to the exception stated in that Section.

I acknowledge that this Employment Manual and its managerial guidelines and policies supersede all previous manuals and handbooks, and all other inconsistent employment-related materials, practices, procedures and representations of terms and conditions of employment with NEI Electric, whether verbal or written, all of which are hereby revoked and rescinded, subject to the exception stated in Section 1.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
(Print your Name)

This page has been left blank intentionally.

**THIS EMPLOYMENT MANUAL IS APPLICABLE TO UNION EMPLOYEES. NON-UNION EMPLOYEES SHOULD REFER TO THE NON-UNION EMPLOYEE EMPLOYMENT MANUAL. THIS EMPLOYMENT MANUAL IS NOT INTENDED TO CONFLICT WITH ANY APPLICABLE LABOR AGREEMENT AND SHOULD BE INTERPRETED TO AVOID ANY SUCH CONFLICT.**

### **Welcome**

Welcome to **NEI Electric** (“NEI Electric” or “Employer”); we have been in business since 1952. We are a member of the National Electrical Contractors Association (NECA) and our field employees are members of the International Brotherhood of Electrical Workers (IBEW).

NEI Electric is a full service electrical contracting company. Our range of work includes design/build or plan/specification services for new construction, additions and remodels, tenant and retail maintenance, and any type of electrical maintenance for small to large commercial, industrial and residential customers. NEI Electric is a medium sized company employing skilled IBEW electricians and apprentices in Minnesota and Wisconsin. The commitment by NEI Electric is to provide *Quality Electrical Installations and Service* to all customers.

### **Nature of the Employment Relationship**

NEI Electric’s Employment Manual is intended to assist employees in becoming familiar with NEI Electric’s policies, procedures, and benefits. This Employment Manual does not constitute a promise or guarantee that employment will continue for a specified period of time or end only under certain conditions. .

From time to time NEI Electric may unilaterally, in its discretion, amend, supplement, modify, eliminate, or make an exception to, one or more of the benefits, rules, or policies in this Employment Manual, with or without prior notice. However, NEI Electric will attempt to provide as much advance notice as practicable prior to the implementation of any general changes or modifications by posting such changes on the official NEI Electric Bulletin Board and/or by distributing written and/or electronically distributed information on the changes to NEI Electric employees.

No supervisor or manager has the authority to change this Employment Manual. Any final decision regarding interpreting or changing NEI Electric’s policies rests with NEI Electric’s management. Only NEI Electric’s management has the authority to make any individual agreement or, where applicable, collectively bargained agreement contrary to this policy, and any such agreement must be in writing and signed by the CEO of NEI Electric. This Employment Manual replaces all the Employer’s previous materials, policies, and handbooks whether written or verbal concerning employment or working relationships between employees and the Employer (except written individual or, where applicable, collectively bargained agreements signed by the Employer’s CEO).

### **Who to Contact**

Please address any questions or concerns you may have about your employment to your foreman or supervisor or union steward. Please call your assigned NEI office for additional information.

For the purposes of this Employment Manual, the NEI Partners we refer to as points of contact for employees to bring complaints, ask questions or raise concerns are: Nan Renstrom, Jon Reedy, Scott Weingart, John Gerlach, Joe Bembnister Larry Koenig and Matt Preston.

For after-hours inquiries, please call your assigned NEI office and leave a voice mail message, we will return your call the next business day. In case of emergency, please follow instructions on the voice mail to leave an urgent delivery message which will notify us 24-hours a day.

### **Job Assignments**

You have been hired to go to a specific job; however, we also look for people who are interested in doing additional types of work, such as smaller projects and jobbing. We would like to get to know you and find out what you would be interested in doing and what you have experience doing. Please talk to your job foreman if you are interested in doing different types of work in the future. The foreman will communicate this to the office.

### **Purpose of Employment Manual**

This employment manual has been prepared to provide you with general company-wide policies which you are obligated to observe. Employees are required to follow the rules set forth in the Employment Manual whenever conducting Company business, whether at the Company office or at a client, customer or project site. In addition, certain requirements including, but not limited to, those related to harassment, social media and confidentiality, must be abided by at all times.

As a Union employee, you are covered under a collective bargaining agreement that covers many aspects of your employment. We seek here to provide you with general guidelines of how we as a company operate and what we expect of our employees. Please refer to your collective bargaining agreement for further information.

We reserve the right to change, eliminate, supplement, and depart from these policies if necessary. We will attempt to let you know if the policies in this Employment Manual change but reserve the right to change policies as needed without notice to the extent allowed by applicable labor agreements.

### **No Company Authority**

Non-supervisory employees have no authority to represent, speak for, or bind the Company in any respect with employees, customers, vendors, government agencies or the public. Supervisory employees have such authority only within the course of their employment and the scope of their duties, subject to any express limitation communicated to them.

### **Protected Concerted Activity**

Nothing in this Employment Manual, including but not limited to its confidentiality, social media, visitors, distribution, no solicitation, discipline and social media (email, voicemail, internet use, etc.) policies, is intended to interfere with or restrict employees' rights to lawfully engage in or refrain from engaging in protected, concerted activity under the law such as pursuing grievances, criticism or complaints about wages, benefits, working conditions or employer policies, supporting or opposing union organizing, and/or collective bargaining, or other lawful group action, without fear of reprisals.

NEI Electric has not, and will not, discriminate for or against any employee, or applicant for employment on the basis of race, color, religion, creed, age, sex, genetics, national origin, ancestry, marital status, pregnancy, familial status, disability (including those related to pregnancy or childbirth), membership or non-membership in a labor organization, affectional or sexual orientation, status with regard to public assistance, complaining in good faith to the Employer or to a public authority, or any other characteristic protected under local, state or federal statute, ordinance or regulation. Applicants and employees will be evaluated solely on the basis of their conduct, their compliance with the Company's policies and legitimate expectations, and their performance.

If you believe that you or another employee has been unlawfully discriminated against, you must bring this to the attention of your supervisor or the Equal Opportunity Officer. The NEI Partners are our Equal Opportunity Officers. Employees can bring complaints, ask questions, and raise concerns under this policy without fear of reprisal.

This policy applies to all aspects of an applicant's application to, or an employee's employment with, the Employer. All employees are responsible for understanding, adhering to and strictly enforcing this policy.

### **Prohibition of Harassment and Retaliation**

#### **Policy Statement**

NEI Electric is committed to providing a work environment that is free of unlawful discrimination. This policy prohibits harassment or retaliation based upon race, color, religion, creed, age, sex, national origin, ancestry, marital status, pregnancy, disability (including those related to pregnancy or childbirth), membership or non-membership in a labor organization, sexual orientation, genetic information, complaining in good faith to the Employer or to a public authority, lawful requests for access to or to make written submissions to one's personnel file, status with regard to public assistance, or any other characteristic or activity protected under federal, state, or local law. Complaints alleging retaliation or harassment, including but not limited to sexual harassment, based upon any protected characteristics or activity will be handled as described in the Reporting Procedure section.

#### **Sexual Harassment**

NEI Electric forbids sexual harassment in the work environment. The "work environment" includes all of NEI Electric's premises, and any other locations where NEI Electric-sponsored activities take place, any off-site location where NEI Electric business is conducted, and on social networking sites if NEI Electric, its customers, suppliers or employees are referenced or included in communications. "Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;

- b. Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment; or
- c. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment, and the Employer knew or should have known of the existence of the harassment and failed to take timely and appropriate action.

### **Reporting Procedure**

If an employee believes that he/she has been subjected to any conduct or statement that could be viewed as harassment or retaliation, the employee must:

- First: Tell the harasser/retaliator to stop, if you feel comfortable doing so.
- Second: Immediately report the incident to a Company Partner, Human Resources Officer, or to the Equal Opportunity Officer.
- Third: If the conduct continues, this should also be immediately reported to one of the above individuals.

If an employee witnesses an incident that might be viewed as harassment or retaliation, the employee must follow steps two and three above.

Any incident, complaint or report will be investigated, including those arising after an employee's termination of employment. Complaints and actions taken to resolve harassment or retaliation will be handled as confidentially as possible, given NEI Electric's obligation to investigate and act upon such incidents, complaints or reports.

Employees may bring complaints, ask questions, and raise concerns under this policy without fear of reprisal or retaliation. All employees are responsible for understanding, adhering to and strictly enforcing this policy. Violation of this policy may result in discipline, up to and including termination.

### **Investigation and Recommendation**

NEI Electric will, upon receipt of a report or complaint alleging harassment, retaliation, or other inappropriate conduct, authorize an investigation.

In determining whether alleged conduct constitutes harassment, retaliation, or other inappropriate conduct, NEI Electric may consider the surrounding circumstances, the nature of the alleged statements or conduct, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes harassment, retaliation, or other inappropriate conduct, requires consideration of all the facts and surrounding circumstances.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint or report has been made, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint or report. The investigation may also include

any other lawful methods deemed pertinent by the investigator and not prohibited by applicable labor agreement.

In addition, NEI Electric may take immediate steps, at its discretion, to protect the complainant, witnesses or other employees pending completion of an investigation.

### **Prohibition Against Retaliation**

All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation or other form of retaliation for participating in any activity protected by law. NEI Electric will discipline any individual who retaliates against any person who complains of or reports alleged harassment, retaliation, or other inappropriate conduct, or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a harassment complaint.

If you are subjected to any conduct that you believe violates this policy, you must promptly speak to, write, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the Equal Opportunity Officer within ten (10) days of the offending conduct. Additionally, any manager or supervisor who observes retaliatory conduct must report the conduct to the Equal Opportunity Officer so that an investigation can be made and corrective action taken, if appropriate.

### **Discipline and Other Appropriate Action**

Except to the extent any applicable labor agreement expressly provides otherwise, NEI Electric may take such appropriate action as it deems necessary, which may include discipline such as warnings, paid or unpaid suspensions, and termination, without opportunity for reemployment, in order to punish harassment or other inappropriate conduct and to prevent its recurrence; as well as other appropriate action including reminders of its policy, orientation, transfers, counseling and training concerning harassment and inappropriate conduct. In the event of such action involving a bargaining unit employee, NEI Electric will notify the union steward. In some cases, referrals may also be made for civil or criminal legal prosecution.

### **Rules Regarding Employee Conduct and Discipline**

NEI Electric's Employee Conduct and Discipline Rules are designed to provide notice of the Company's expectations for all of its employees. NEI Electric expects its employees to obey these Rules of Conduct, which are intended to protect the interests and safety of all employees and of the organization, as well as customers, vendors and other business partners and the public.

NEI Electric reserves the right to handle each disciplinary situation as it deems necessary, including the right to discipline and terminate employees for any reason, including reasons not specified here, with or without cause, notice or prior warning or discipline, at any time, except to the extent a labor agreement might expressly provide otherwise. As an employee, you are responsible for knowing, understanding and adhering to these Rules. No employee is entitled to progressive discipline. Discipline may include, but is not limited to, verbal or written warnings, paid or unpaid suspensions, fines, demotions, transfers, ineligibility for promotions, benefits or raises, counseling or other required conditions for retaining employment, last chance warnings or termination, without opportunity for reemployment. Since it is not possible to provide an exhaustive list of unacceptable conduct or

omissions, the following are examples of conduct and omissions that may result in discipline, up to and including termination of employment:

1. Failure to work efficiently or produce satisfactory results.
2. Failure to communicate directly with your supervisor in advance of an absence, and daily during any absence of more than one day.
3. Unacceptable absenteeism or tardiness.
4. Leaving work prior to the completion of your scheduled or overtime hours without the specific prior permission of your supervisor.
5. Failure or refusal to follow instructions or directives from supervisors or management.
6. Failure to follow safety or health rules, to wear appropriate safety or personal protective equipment, to immediately correct an unsafe condition or to report injuries or accidents as soon as possible after they occur.
7. Inappropriate or unauthorized use, removal, misappropriation, possession, destruction, neglect or abuse of employee, NEI Electric, or others' tools, products, supplies, money, documents, property or equipment.
8. Possession, consumption, or transfer of alcohol or drugs on the job or reporting for work or working under the influence of either drugs or alcohol.
9. Threats, threatening language, and insubordinate behavior, verbal or physical intimidation, fighting or insubordination.
10. Criticism of NEI Electric with respect to its products or services, its personnel or policies to current or prospective customers, vendors or other business partners.
11. Personal use of NEI Electric tools, materials, documents, property or vehicles without the specific, prior permission of a supervisor or manager.
12. Working on personal matters during working time.
13. Engaging in any other business or employment that conflicts with or interferes with your responsibilities to NEI Electric.
14. Discussion of doing work on the employee's own account for NEI Electric customers or engaging in such work.
15. Unauthorized disclosure of confidential, trade secret, or proprietary information, including protected health information, regarding the Employer or its customers in violation of the Confidentiality Section 4.

16. Violation of any NEI Electric policy, including the policies on discrimination and harassment, or failing to meet reasonable NEI Electric expectations.
17. Providing false, misleading, or inaccurate information to NEI Electric, including, but not limited to, information about your prior employment and qualifications, criminal record, your absences, your time worked, expenses, leave requests, or in response to requests for information.
18. Making false and malicious statements, claims or charges to NEI Electric, to another employee or to a third party about the Company, its personnel, policies or practices.
19. Inaccurately reporting or recording one's own time, reporting (whether accurately or not) the time of another employee, allowing one's own time to be reported (whether accurately or not) by another person, working overtime hours which have not previously been approved by a direct supervisor, or working overtime hours without reporting them.
20. Disorderly, dangerous, wasteful or careless conduct.
21. Sleeping during working hours.
22. Failure or refusal to perform any assigned duties, mandatory overtime, scheduled hours, or to travel to or from or to report to any assigned project or work site.
23. Gambling on NEI Electric premises, including NEI Electric's parking lots and customer project or work sites.
24. Possession or use of firearms, explosives, weapons or other dangerous or unlawful materials or contraband on NEI Electric property (including NEI Electric parking lots and project or work sites) without the specific prior permission of a NEI Partner of NEI Electric unless otherwise permitted by state law.
25. Making false and malicious or derogatory statements concerning clients, customers, or vendors of NEI Electric.
26. Entering or remaining in production or work areas before or after the completion of one's scheduled or overtime hours, or during non-work periods, without the specific prior permission of your supervisor.
27. Non-work related use of NEI Electric telephones, facsimile, mail, copiers, computers, "smart phones" or other equipment, except in emergencies.
28. Smoking in an unauthorized area.
29. Failure to observe traffic and parking rules on vendor, customer, or other business partners or NEI Electric property or at project or work sites.
30. Failure or refusal to work cooperatively with other employees.

31. Uncooperative, rude or offensive treatment of vendors, customers or business partners in person, in writing, electronically or by phone.
32. Failure to provide prior notice to your supervisor that you are taking medications which may affect your work performance or create a safety risk.
33. Committing a gross misdemeanor, felony or serious regulatory offense, or any similar act or omission, whether on or off duty, which adversely affects NEI Electric by bringing NEI Electric into disrepute, by exposing NEI Electric to the risk of liability or expense, by undermining the employee's ability to effectively perform his or her duties or by reducing customer, vendor, business partner or coworker confidence in the employee.
34. Inadequate performance, violation of any Employer policy, rule, practice or standard, failure to meet standards or reasonable expectations of the Employer or any other conduct which NEI Electric lawfully determines to be adverse to its business interests.

The above rules and standards of conduct are general in nature and are not intended to be all-inclusive.

We are concerned about every NEI Electric employee and about every employee's concerns, questions, or complaints. NEI Electric has the following procedure for responding to employee concerns or complaints. Our procedure has two main goals:

1. To ensure that we respond to every complaint or concern. While you may not always agree with how a complaint is answered, be assured that we will give your complaint appropriate consideration.
2. To improve communication within NEI Electric and provide a means for complaints to be resolved as described in the following section regarding proper complaint procedure.

If you ever have a complaint, concern or question about any aspect of your employment at NEI Electric, you are urged to use the following procedure:

1. In most cases, the best procedure is to first talk with your supervisor if you have any concerns, complaints, or questions regarding your employment at NEI Electric. Often, an informal discussion of such issues will lead to their quick, effective resolution. If you have a concern, complaint, or question that is not resolved after you have had such an informal discussion, you should proceed to Paragraph 2. Bargaining unit employees may contact their union steward. If you do not feel comfortable approaching your supervisor at all about your concern, go to Paragraph 5(a) and follow the instructions there.
2. Employees are asked to give complaints to their supervisor orally, or in writing, or by email, within fourteen (14) calendar days of the date the problem occurred. If for any reason the employee is not comfortable submitting a complaint to his/her supervisor, the employee should bring the complaint (orally, or in writing, or by email) to the Equal Opportunity Officer, preferably within fourteen (14) calendar days of the date of the problem. A copy of all complaints, including a verbatim record of all oral complaints, will be forwarded to NEI Electric's management.
3. Your complaint should indicate, orally or in writing, or by email:
  - a. Your name and title.
  - b. What you are unhappy about. Clearly explain what happened, who was involved when it happened and why you believe it happened.
  - c. Provide any other information you think is relevant to your complaint.
  - d. Describe what you think should be done to correct the problem.
4. We will attempt to investigate and respond to your complaint within 10 to 14 days. This period may be extended, depending on the facts and circumstances of each case (such as the number of people we must interview, etc.).
5. Please keep the following additional guidelines in mind:
  - a. If you have a complaint or concern and you do not feel comfortable for any reason discussing it with your supervisor or submitting a written complaint to him or her, we

ask that you bring your complaint (verbally or in writing) to the CEO or to the Equal Opportunity Officer.

- b. Speak for yourself. This is an informal procedure and you may present your concerns in your own words. No retaliation is permitted against employees who raise concerns or complaints.

You may use the First Report of Injury / Accident / Incident form (page 25) for your written complaint. Copies of this form are available through your supervisor, in the project site job boxes and at each NEI office. In addition, this form is available through the 'Employee Access' on our website: [www.neielectric.com](http://www.neielectric.com).

## **Section 4: YOUR RESPONSIBILITIES AS AN EMPLOYEE      NEI Electric Employment Manual**

As an employee of NEI Electric, it is your responsibility to report to your work site as assigned and perform the work you are assigned in accordance with your job classification or description. You should perform your assigned job in a safe manner to prevent injury to yourself and others.

It is your responsibility to report every injury, accident or near miss accident as soon as possible to your foreman or supervisor with a written report.

It is your responsibility to report any work site incident that would be in violation of Federal, State or Company employment policies as stated in the current NEI Electric Employment Manual and/or Safety Policy handbook.

- See pages 9-10 of this Employment Manual for further clarification.
- Use the form shown on page 25 of this Employment Manual and page 18 of the NEI Electric Safety Policy (First Report of Injury / Accident / Incident) to make your initial report. Copies of this form are available through your supervisor, in the project site job boxes and at each NEI office. In addition, this form is available through the 'Employee Access' on our website.

### **Attendance and Unexcused Absences**

You are expected to report to your work site at the time that you have been directed. All absences need to be reported in advance. Good attendance habits are an integral part of every employee's job description.

Please report scheduled absences to your job foreman or supervisor. Scheduled absences are those you know about prior to the day you will be absent.

Please report unscheduled absences to the office. Unscheduled absences are those you do not know about prior to the day you will be absent; such as illness, family emergencies, transportation problems, etc. To report unscheduled absences, please call your assigned NEI office and leave a message with the administration assistant or on the office voice mail after hours; the office will notify your foreman or supervisor that you will not be at work.

Failure to report to work at your designated time without prior notification will be considered to be an un-excused absence. An excused absence occurs only when the Employer approves an employee's request for leave which is: (1) provided by the Employer pursuant to this Employment Manual (including vacation use); (2) legally mandated; or (3) supported by another reason determined to be sufficient by the Employer or permitted by the applicable labor agreement.

Discipline for un-excused absences will be as follows unless prohibited by an applicable labor agreement:

#### **Violation of Policy**

1st un-excused absence  
2nd un-excused absence

#### **Discipline**

Verbal warning  
Written warning

3rd un-excused absence

We will assume that you have quit and confirm your separation from employment immediately on this basis.

The Employer reserves the right to require satisfactory documentation or substantiation of reasons for employee absences or lateness for work. Employees must communicate directly with their supervisor daily during any period of absence about their status, condition, expected date of return to work, and other relevant information requested by their supervisor, unless written approval of a leave with a stated duration has been granted.

If an employee is absent for three (3) consecutive days without notifying his/her supervisor, or after notice but without the supervisor's approval of a satisfactory reason for the absence, it will be treated as a resignation or job abandonment and employment may be terminated.

### **Inclement Weather**

Occasionally, the Company's business hours or our customer's business hours may be altered or operations may be closed down due to inclement weather or emergency conditions, which occur without warning or notice and beyond the Company's control.

Should such an event occur prior to the start of the workday, you will be notified that you should remain home.

However, as weather conditions vary throughout the area, we may not know of the driving conditions where you are. Please use your best judgment in determining whether to report to work. We want for you to be safe and not take unnecessary risks in reporting to your jobsite. If you decide not to report due to inclement weather, please notify us as per the Absentee policy above.

### **Moonlighting**

Employees may engage in outside employment (including self-employment) or any non-employment activities while working for the Company so long as such activity does not conflict with your commitments to the Company or with the Company's interests. Please notify your supervisor if you are considering outside employment. The Company may object to outside employment activities if it feels the outside employment violates this policy. The Company's work requirements, including any Company overtime, must take precedence over any outside employment.

### **Resolution of Complaints Regarding Payment of Wages**

The Company abides by all state and federal laws governing the payment of wages. Any employee who believes that he/she has not been paid correctly must immediately make a report using the procedure set forth in Section 3 on Resolution of Complaints to an NEI Partner. Bargaining unit employees may contact their union steward. NEI Electric will investigate such any claims and adjust pay as is necessary.

## **Policy for Refusal to Do Service at a Facility/Residence**

We feel that our employees should not work in unsafe, unhealthy or unsanitary conditions. Therefore, our employees have the right to refuse to do work at a project on the basis that the project or site is unsafe, unhealthy or unsanitary. In the event of a refusal to do work, our employee will notify the office of the condition that needs to be corrected in order to make the project safe, healthy and/or sanitary. The employee will then leave the job site. The office will let the customer know of the condition that needs to be corrected in order for the working condition to be safe, healthy and sanitary. The customer then has the right to correct the condition and notify the Company. The work will be rescheduled at that time.

### **Dress**

You are required to wear your NEI Electric furnished (or approved) protective equipment, including Safety Glasses with side shields, Hearing Protection, and Hard Hats in accordance with the NEI Electric Safety Policy and the project rules of your particular work site.

Dress and personal appearance contribute to the morale of employees, promote a productive work environment, and affect the business image NEI Electric presents to customers and visitors. During business hours, you are expected to present a clean, well-groomed appearance and to dress according to the requirements of your position. You should consult with your supervisor if you have questions as to what constitutes appropriate attire for your position. Employees who arrive for work inappropriately dressed will be sent home and directed to return to work in proper attire and will not be compensated for the time away from work.

Please dress appropriately for your work setting. Inappropriate dress includes skin tight garments, clothing which exposes the body (i.e., muscle shirts, briefs, halters, see-through clothing, inappropriately short skirts or short shorts, or plunging necklines), and any kind of clothing with racially, sexually, or otherwise offensive legends or slogans. All clothing and personal grooming should be neat and clean daily. Please make sure your clothing will fit in a manner as not to cause a tripping hazard and to minimize possible contact with moving machinery. Shorts and sleeveless shirts are not acceptable as they do not provide adequate physical protection. If jewelry (such as rings, necklaces or earrings) is worn, it should not protrude from the body as to cause hazard or injury to employee.

The use of personal headphones, radios, and CD players, etc. are prohibited during your work shift. You may use radios and CD players during your breaks as long as you do not disrupt our customers, others working around you, or your co-workers.

### **Personal Cell Phones**

The use of personal cellular phones during your work shift is prohibited. Please keep your personal cellular phone OFF and retrieve messages and make your calls at your break times. If you have a personal situation that requires that you are available by your cellular phone during your work shift, please talk with your supervisor. Employees should only use their personal cell phone for conducting NEI business if they receive prior authorization from their foreman or supervisor. Employees should include any time spent on their personal cell phone on their time card. The Company will reimburse these charges, as appropriate.

## **Smoking Policy**

Smoking is only allowed where expressly permitted. Employees should follow customers' and vendors' policies and project and work site regulations on smoking. There is no smoking within the NEI Electric building or at any customer or vendor location where smoking is prohibited. Failure to comply with applicable smoking policies may result in disciplinary action.

## **Alcohol**

Consumption of alcohol during the work day, including breaks and meal periods, or at any time on NEI Electric premises (including NEI Electric parking lots), within Company vehicles, or at any customer, vendor, business partner or other project or work site is prohibited, except for refreshments served by designated personnel during Company sponsored events conducted for our customers and during occasional officially sanctioned Company sponsored employee functions. On those occasions, all employees are expected to act responsibly and to exercise prudence in the amount of alcohol they consume.

Apart from these limited exceptions, the possession, storage, transfer or consumption of alcoholic beverages, or being under the influence thereof, during the work day, including breaks and meal periods, or at any time on Company premises (including Company parking lots), within Company vehicles, or personal vehicles used for Company business, or at any customer, vendor, business partner or other project or work site, or in any other location while working, is a violation of this policy and will also result in possible regulatory consequences, as well as civil and/or criminal prosecution. Employees may also be subject to a lawfully adopted drug and alcohol testing policy.

## **Drugs**

Drugs are defined as (i) illegal controlled substances as defined by applicable state law (including marijuana); (ii) legal controlled substances that are being used or possessed illegally; or, (iii) legal controlled substances that could adversely affect the ability of the Employee to perform his or her job safely. Employees are prohibited from possessing, storing, transferring or using drugs, or reporting for work under the influence of drugs. The only limited exception to the prohibition against drugs is prescription drugs used in accordance with a valid prescription. Employees who take over-the-counter medication or other lawful medication that can be legally prescribed under both federal and state law should inform their supervisor if they believe the medication will impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication. ..

Apart from these limited exceptions, the possession, storage, transfer or consumption of such drugs, or being under the influence thereof, during the work day, including breaks and meal periods, or at any time on Company premises (including Company parking lots), within Company vehicles, or personal vehicles used for Company business, or at any customer, vendor or other project or work site, or in any other location while working, is a violation of this policy and will also result in possible regulatory consequences, as well as civil and/or criminal prosecution. Employees may also be subject to a lawfully adopted drug and alcohol testing policy.

Engaging in any illegal drug-related conduct (including theft, possession, sale or distribution of drugs) while on Company premises or on an NEI Electric job site will result in an employee's immediate

termination. NEI Electric may notify appropriate law enforcement and government agencies of such conduct.

## **Business Gifts**

Occasionally it may be appropriate to express appreciation to customers by means of a token gift. Examples of token gifts are tickets to athletic or entertainment events, gift packages or beverages, or other items with cash value under \$25.00. However, the Company does not make a practice of giving gifts to customers and discourages officers and employees from regularly accepting gifts from individuals or firms who do business with us. Regular gifting and gifting of higher value may suggest bribery rather than appreciation and could reflect badly on the image of the Company as well as the individual involved. Company preference would be that you dine with your customer or attend an event with them (rather than just give them the ticket/meal, etc.). This not only shows appreciation but also builds lasting relationships. Discretion is the key word. Avoid any situation that could be interpreted as undue influence or bribery.

## **Company Vehicles**

Please note the following rules in relation to your use of any Company vehicle.

### **Eligibility to Drive Company Vehicles**

For the purposes of NEI Electric's vehicle policy, the following definitions apply:

- Driving suspension offenses include: DUI, DWI, reckless driving, leaving the scene of an accident, and any felony involving the use of a vehicle;
- Major offenses include: careless driving or being involved in an accident with over \$2,500 worth of damage chargeable to a NEI Electric driver; and
- Minor offenses include: speeding tickets or other moving violations, or an accident chargeable to a NEI Electric driver with less than \$2,500 worth of damage.

In most cases, an employee who has one of the driving suspension offenses listed above will be prohibited from using a Company vehicle until the offense is removed from the individual's record. Depending upon the severity of the offense, the Company may, in its sole discretion, permit an employee to use a Company vehicle after four years have passed since the employee's most recent violation.

Employees with one major offense, or two minor offenses, are required to participate in training consisting of a defensive driving or related course. An additional offense following re-training may result in suspension of the employee's use of Company vehicles.

### **Company Vehicle Use**

If a vehicle breaks down, do not leave it abandoned on a highway or street. It is your responsibility to secure it and have it towed to a safe place.

There are Company vehicle gas cards assigned to each vehicle. It is your responsibility to send the supporting receipts to the office at the end of each month. Please arrange routine maintenance on your vehicle. All major repairs need to be approved by the office. Please notify the office if there appears to be any operational problem with your vehicle.

Employees shall not possess, transfer or consume alcoholic beverages or controlled substances in motor vehicles at any time while on Company business regardless of whether they are driving or not driving or whether they are using Company or personal motor vehicles. Violations of this policy may result in discipline.

Drivers of Company vehicles must observe all speed limits and traffic safety rules, and be courteous and respectful of other drivers. Employees must always have in their possession while driving Company vehicles a current valid driver's license with proper endorsements. The driver of the vehicle will pay any moving violation fine.

Company owned vehicles and equipment are not to be driven or operated by anyone other than current, approved Company Employees. Passengers are not allowed unless the vehicle is equipped with safety belts as required by law. Approval from the office is required for personal use of any Company owned vehicle or motorized equipment.

All motor vehicles shall be maintained in safe condition and shall comply with the applicable Minnesota and Wisconsin Department of Safety, Minnesota and Wisconsin Department of Transportation and the United States Department of Transportation regulations. Safety belts shall be fastened prior to the operation of any vehicle. Tools and materials shall be secured to prevent movement when transported in the same compartment with employees.

In case of an accident: Immediately call the police; provide the other driver and law enforcement authority your name, your driver's license number and insurance information. The driver of our vehicle is to complete an accident report (form on page 27 of this Employment Manual) and turn it into the office at the earliest possible time. The information the driver should obtain includes but is not limited to:

- Name of the other driver
- Driver's license number of the other driver
- The license plate number of the other vehicle
- The other driver's insurance company and policy number
- Take photographs of all vehicles involved.

Obtain the police report or case number and notify the office of this information.

When asked a specific factual question by the other driver or police, give a specific factual answer, if known, but should not speculate or volunteer information other than that contained in the list above, especially about who or what is responsible or at fault for the accident. Be courteous, but at no time are you or anyone with you in the vehicle at the time of the accident, to make any statement regarding the cause of the accident, or to make any statement regarding anyone's culpability or fault.

If you receive a ticket for causing the accident, accept it courteously, but say nothing about whose fault the accident was. Everyone must be careful not to say anything that could be harmful to the Company or the driver. Fault will be determined at a later time.

## **Distracted Driving**

NEI Electric recognizes that distracted driving can impair safe driving and contribute to vehicle accidents. This policy will apply to all commercial drivers operating company equipment, and to non-commercial drivers, including sales and management personnel and all others operating company owned equipment.

### **Policy**

This policy is intended only to define certain prohibited activities and prescribe certain practices and recommendations to help employees safely operate company equipment or perform work for NEI Electric. Any activity which would cause drivers to take both hands off the wheel at the same time, or their mind entirely off the driving responsibilities is prohibited. Driving distractions include devices inside the cab as well as conversations with passengers or co-drivers. Distractions may also be caused by objects or occurrences outside the cab, such as signs, billboards, “rubbernecking”, etc.

### **Specific Prohibitions**

Although a list of activities that could be considered distractions would be too numerous to mention, NEI Electric prohibits the use of the following devices by the driver while driving:

- Texting with a cell phone
- Cell phone use, unless coupled to an approved hands-free device
- Televisions and CD players
- Use of radio or stereo headphones
- Electronic games
- Any device in violation of any applicable local ordinance, state or federal statute

Employees charged with traffic violations or civil liability involving the use of a wireless communication device will be solely responsible for any penalty or liability that results from such actions. Cell phone conversations should be limited to conversations related only to the delivery task. While animated and argumentative conversations are sometimes unavoidable, they are to be delayed until the vehicle can be parked in a safe and legal parking area. NEI Electric also prohibits driving while impaired mentally or physically, including driving while in a fatigued state. When fatigued, your ability to operate the vehicle safely is significantly reduced. If you find yourself in any of these conditions, please find the next safe place to legally park and get some rest.

### **Suggested Practices**

Even where the use of mobile telecommunication devices are not restricted or prohibited by statute, making or receiving phone calls is strongly discouraged while driving. NEI Electric prohibits the unnecessary use of cell phones while driving. It is best to make mobile phone calls only when you are safely parked off the traveled portion of the roadway. When you must use a mobile communication device while in motion, NEI Electric encourages the use of approved “hands-free” devices and

prohibits the use of any devices prohibited by applicable law. NEI Electric also suggests the following safe practices:

- Do not reach for something that would cause you to move your body and hands from their proper driving positions or that would cause you to take your eyes off the road.
- If you must drink something, use a straw and avoid open cups that might easily spill. Choose foods that are simple and easy to hold and manipulate with one hand and never take both hands off the wheel at the same time.
- Pre select radio stations.
- If conversing with a passenger or co-driver, keep your eyes focused on the road ahead. Do not look at the person with whom you are speaking. Avoid any discussion, or conversation, that is contentious or causes you to lose focus on your driving responsibilities.
- Never write or handle paperwork while the vehicle is in motion.
- Do not read a map or atlas while the vehicle is in motion. Study your map and directions while parked.
- Pre-program your GPS with origin and destination points before moving your vehicle.

### **Consequences for Violating Policy**

If a driver is involved in an accident, and a significant causal factor of the accident is driving while distracted, the driver will be subject to retraining and/or disciplinary action up to and including termination. A driver who is observed engaged in any specifically prohibited conduct will be subject to retraining and/or disciplinary action up to and including termination. The Federal Motor Carrier Safety Regulations impose legal sanctions for driver offenses, including civil penalties to the driver up to \$2,750. NEI Electric is prohibited from requiring or allowing our drivers to text or use a hand-held mobile phone while driving and may be subject to civil penalties up to \$11,000 if an employee is guilty of such violations. It is important that commercial motor vehicle drivers understand Federal Motor Carrier Safety Regulations 49C (<http://www.fmcsa.dot.gov/rules-regulations/topics/distracted-driving/overview.aspx>).

### **Phone, Computer, Email, and Internet Use - Standards of Conduct**

This policy governs access and use of the Company's computer, computer communication, Internet, Intranet, e-mail, voicemail, facsimile, cell phone and other communication devices (referred to throughout this policy as "Company Electronic Device"), and all similar employee personal electronic devices (referred to throughout this policy as "Personal Electronic Device"). This policy applies to all Company employees and non-employees (including customers, vendors, business partners, and their employees and applicants) who use or may use either a Company or Personal Electronic Device for business purposes.

The Company reserves the right to restrict or revoke employee or non-employee access to all Company Electronic Devices at any time or Personal Electronic Devices during work time or used for business purposes. Violation of this Policy will result in discipline up to and including termination, as well as possible civil and/or criminal prosecution. In the case of a non-employee, violation of this Policy will result cancellation of the applicable business relationship or contract, as well as possible civil and/or criminal prosecution.

## **Use, Restrictions, Monitoring and Access of Company and Personal Electronic Devices**

All Company and Personal Electronic Devices used for business purposes or during work hours may only be used for lawful and authorized work-related purposes. Company and Personal Electronic Devices may be used for personal reasons during scheduled breaks, the lunch period, or if approved by a NEI Partner.

The Company restricts, and will monitor Company and/or Personal Electronic Devices used for business purposes or during working time for reasons including, but not limited to: ensuring that the electronic and telephonic systems are being used in compliance with this Policy; monitoring performance, productivity, customer service and compliance with Company policies; and investigating conduct or behavior, which may be unlawful, inconsistent with an approved business purpose, may adversely affect the Company, or may jeopardize the welfare of employees, vendors, customers, business partners or third parties.

The Company retains the right to monitor, access, retrieve and disclose the content of personal communications sent or received on all Company and/or Personal Electronic Devices used for business purposes or during work hours, even if it is from a personal account, password protected, and/or designated confidential, private and/or privileged. By using Company and/or Personal Electronic Devices for business purposes or during work hours, the user acknowledges that the systems, communications and/or data contained on such systems, are Company property and are to be used for authorized business purposes only (except for appropriate personal use during non-work time). The employee consents to monitoring, access, retrieval and disclosure by the Company, and acknowledges the Company's right to monitor and access Company and/or Personal Electronic Devices.

### **Additional Guidelines for Company Electronic Devices**

The following additional guidelines should be observed regarding use of all Company Electronic Devices outside of the office (i.e., cell phones, laptops, i-pads, smart phones, tablets, etc.):

- The device is to be used only by the employee. During work hours the device is only to be used for business purposes.
- Personal communications should be the exception and the duration needs to be limited on those communications.
- All non-exempt employees must keep track of all work time spent using a Company Electronic Device by filling out a time sheet. Non-exempt employees are prohibited from using Personal Electronic Devices outside of the normal work day, unless they receive advanced permission from their direct supervisor.

### **Social Media**

The Company prohibits employee use of social media during working hours, except for employees who are authorized to engage in social media use on behalf of or for the Company. When engaging in social networking, blogging or otherwise posting any information on the internet, employees must abide by the Code of Conduct for Electronic Communications as well as all other workplace rules in this Employment Manual for all conduct that may be directly or indirectly attributed to, or otherwise

adversely effect, the Company. This policy and the guidelines for use of electronic devices are not intended to prohibit protected activity under the state or federal law (see Section 1, above).

### **Use of Company Email Systems**

The Company's email system is intended to be used principally for authorized business purposes. Occasional employee use of the email system for personal and non-business purposes is permitted, provided that such use is limited to non-working time, does not interfere with other employees' work, does not create a risk of harm to the Company's computer systems (i.e., risks of viruses, malware and the like), and otherwise complies with the Company's Code of Conduct for electronic communications. The Company reserves the right to monitor all employee email communications on the Company's email system for purposes of compliance with these requirements, and employees should be aware they have no right to privacy in those communications.

### **Code of Conduct for Electronic Communications**

The Company strictly prohibits the use of Company and/or Personal Electronic Devices to access, create, distribute, store or solicit communications or store data that:

- are hostile, abusive, foul, offensive, defamatory, pornographic, intimidating, threatening, or otherwise inappropriate;
- threaten, harass or disparage others based upon any characteristic or activity protected under federal, state or local law;
- constitute or relate to unwelcome sexual advances, requests for sexual favors, sexual flirtation or other conduct of a sexual nature;
- disclose confidential, trade secret or proprietary information, including protected health information, concerning the Company or its customers, vendors or business partners to any third party, except as required for performance of the employee's official duties in the course of his/her employment;
- solicit, advocate or respond to solicitation or advocacy which is not directly associated with Company business during working time;
- may restrict system bandwidth or lines available or reduce business availability;
- are beyond the scope of his/her authorization or that misappropriate or misuse Company information;
- state a position on the Company's behalf or otherwise communicate on behalf of the Company without prior written Company authorization;
- link any blog, Webpage or Website to the Website of the Company without prior written approval from the President of the Company; or

- install, transfer or download outside electronic data, programs or components onto Company's media systems or from Company's media systems onto the employee's personal media systems without the express written approval of a NEI Partner.

### **Notice/Policy on Privacy in Connection with Employment**

The Employer reserves the right to investigate and to interview employees in the course of implementing and enforcing the policies of the Employer, to require truthful answers to inquiries in connection with such investigations and interviews, to administer tests, to conduct searches of employees' persons, vehicles, work stations and locations, furniture, clothing, purses, briefcases, luggage, lockers, toolboxes, personal items and other possessions, mail addressed to employees at work, documents, computer, e-mail, voicemail, Internet and telephone communications and databases, and any and all other articles or information within their possession or control while employees are on duty, on Employer or customer, vendor or business partner property or while operating or being transported in a commercial motor vehicle or any other vehicle used, at that or any other time, in the service of the Employer. The Employer may, in its sole discretion, take into custody any items or information which it deems to represent possible evidence of a violation of its policies or local, state or federal law. An employee may decline to consent to a search of his/her person or items of personal property in his/her possession or control, but such non-consent, as well as any other interference, non-cooperation or refusal to submit to such investigations, interviews, searches and seizures, or to required tests, may lead to adverse conclusions about the facts involved and to disciplinary action up to and including discharge. The Employer's employees should have no expectation of privacy while performing duties for the Employer, while on Employer, vendor, business partner or customer premises (including parking lots), on project or job sites, or while in an Employer vehicle or personal vehicle used in the service of the Employer.

### **Confidentiality**

The nature of our business is highly competitive. Confidential, trade secret or proprietary information ("Confidential Information") includes but is not limited to discussions, documents and research, notes, memoranda and data (including audio and video tapes and electronic or computer data stored on hard drives, disks or otherwise) regarding proposals, estimates, pricing, bidding, projects, marketing, customers and prospective customers and projects, Company services or products, research, development, protected health information, personnel and financial information, which employees prepare, compile, have access to, or receive at any time during the course of their employment which is not available to persons or firms outside of the Company.

Confidential information also includes any information that our clients and or customers consider to be confidential. As a condition of employment at NEI Electric, employees are required to abide by confidentiality restrictions, designation and requirements set forth by NEI Electric's clients and customers.

Failure to abide by Company, client and customer Confidentiality requirements will result in discipline up to and including termination as well as possible civil and criminal penalties.

Employees shall not access, misappropriate, use, disseminate, post, or disclose Confidential Information to any third party, business or agent except as required for the performance of the

employee's official duties in the course of employment without the prior written authorization of a Company officer, except as provided in the final paragraph of this section.

When your employment with NEI Electric ends, you must return all Confidential Information and all other Company property, documents, materials, tools or equipment issued to you by the Company during the term of your employment, including all copies and information storage versions, except for your own copy of this Employment Manual (subject to the non-disclosure restriction in the prior paragraph and the exception noted in the final paragraph of this section). Your obligation to maintain the confidentiality of such information and not to misappropriate, disclose, use, remove or retain it continues, both during and after your employment with NEI Electric, without time limitation and such actions or violations may result in possible civil and/or criminal prosecution, as well as discipline, except as provided in the following paragraph.

Nothing in this section, or elsewhere in this Employment Manual, is intended to discourage an employee from discussing his/her own terms and conditions of employment, or the terms and conditions of other employees who freely share such information with other employees, or with third parties who are not competitors of NEI Electric, or from engaging in concerted activity with such employees or third parties.

### **False Information and Claims**

NEI Electric will not pay medical, income replacement or other benefits for injuries or sicknesses resulting from other employment or self-employment, or from outside activities, and will resist all other false, frivolous or non-meritorious claims, charges, complaints, and allegations. Providing false information to NEI Electric, or to any attorney, investigator, health care or treatment provider, insurer or government agency or tribunal, in connection with a claim for benefits, or in pursuit of any other legal remedies, or acting in bad faith in connection thereto, will result in civil and/or criminal prosecution, forfeiture of benefits and/or civil damages, and costs and attorneys' fees when applicable, in addition to discipline. Filing a charge or complaint, proceeding with other legal remedies, or cooperating with a governmental investigation, in good faith and without falsification of facts, will not constitute a violation of this policy and will not be grounds for discipline.

### **Workplace Violence; Inappropriate Conduct; Weapons**

NEI Electric's policy is to promote and maintain a work environment that is safe, secure, and free from violence, threats of violence, harassment, intimidation, and other inappropriate and disruptive behavior.

Physical violence, threats of physical violence, harassment, intimidation, and other disruptive behavior in NEI Electric's workplace or involving NEI Electric's employees, vendors, customers, or other business partners will not be tolerated, nor will improper possession, transporting, brandishing or using weapons, including but not limited to all firearms(except in the case of a firearm in an employee's personal vehicle for which the individual has a state-issued carry permit, or under other circumstances permitted by law), knives, explosives or any devices which are likely to produce bodily harm and which NEI Electric, at its discretion, deems dangerous. Employees should be on notice that NEI Electric bans guns on its premises, and that the Company may post signs in accordance with state law regarding the restriction of firearms. In addition to actual physical violence and weapons possession, such behavior includes but is not limited to, oral or written statements, gestures or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the

premises and may be subject to disciplinary action, up to and including termination, as well as possible civil and criminal penalties.

All complaints of violations of this policy will be investigated and dealt with appropriately. All NEI Electric employees are responsible for notifying their supervisor or another manager of any behavior which may represent a violation of this policy which they have witnessed or been told about.

### **Medical Examinations**

Medical examinations may be required for personnel after a conditional offer and prior to an unconditional offer of employment, for determination of fitness to return to work, for assessment of accommodations, for confirmation of reasons for absence or leave, and in other appropriate circumstances. Such examinations will be conducted at the Company's expense and conducted by a Company-appointed doctor. Pre-employment examinations will only be conducted after the Company has extended a conditional offer of employment to the applicant. Employment, return to work, and new job assignments are conditional on receipt of a satisfactory doctor's report when an examination is required, even if the employee has provisionally begun work prior to receipt of all such information. Any such procedures will be designed and administered in conformance with applicable law, and at NEI Electric's expense when the law so provides.

### **Medical Information (HIPAA)**

NEI Electric is committed to protecting and safeguarding against the improper disclosure of employee medical information. NEI Electric's EEO Officer is currently our Medical Information Officer. In this capacity, the Medical Information Officer is responsible to ensure that NEI Electric maintains safeguards against the improper disclosures of an employee's medical information. For all non-routine disclosures of an individual employee's medical information, NEI Electric will provide notice and obtain the affected employee's consent before disclosure is made. NEI Electric will document all disclosures of medical information. All employees are instructed to direct any questions or complaints regarding medical information or NEI Electric's policies or procedures concerning medical information to the Medical Information Officer. Further, any employee may bring a complaint, ask a question or raise a concern regarding medical information without concern over adverse employment action.

This page has been left blank intentionally.



This page has been left blank intentionally

On the spot vehicle accident report - Vehicle #:

**INJURIES** — Describe nature of any apparent injuries:

**Driver:**  
 Injury \_\_\_\_\_  
**Passenger:**  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Injury \_\_\_\_\_  
**Other Driver:**  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Injury \_\_\_\_\_

**Other Passenger, Pedestrian:**  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Injury \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Injury \_\_\_\_\_  
 Where taken after accident \_\_\_\_\_

**POLICE OFFICER ASSISTING**

Name \_\_\_\_\_  
 Headquarters \_\_\_\_\_ Badge No. \_\_\_\_\_

Police report made?  Yes  No  
 Citations issued: \_\_\_\_\_

**PROPERTY DAMAGE** — Describe nature of damage:

**Your Vehicle** \_\_\_\_\_  
 \_\_\_\_\_  
**Property other than Vehicles** \_\_\_\_\_  
 \_\_\_\_\_  
 Owner \_\_\_\_\_ Phone ( ) \_\_\_\_\_

**Other Vehicle** \_\_\_\_\_  
 \_\_\_\_\_  
 Owner \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
 Driver \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
 Vehicle Make \_\_\_\_\_ License No. \_\_\_\_\_  
 Insurance Company \_\_\_\_\_

**WITNESSES**

Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
 Address \_\_\_\_\_  
 Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
 Address \_\_\_\_\_

Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
 Address \_\_\_\_\_  
 Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
 Address \_\_\_\_\_

**"ON THE SPOT"  
 ACCIDENT REPORT**

**My Name** \_\_\_\_\_ **Age** \_\_\_\_\_  
**Driver's License** \_\_\_\_\_ **State** \_\_\_\_\_  
**Employee No.** \_\_\_\_\_  
**My Vehicle** \_\_\_\_\_ (Year) \_\_\_\_\_ (Make)  
 \_\_\_\_\_ (VIN No.) \_\_\_\_\_ (License No.) \_\_\_\_\_ (State)  
 \_\_\_\_\_ (VIN No.) \_\_\_\_\_ (License No.) \_\_\_\_\_ (State)  
 **Company Owned**  **Owner Operator**  
**Home Base** \_\_\_\_\_  
**Job Title** \_\_\_\_\_  
 **Business Use**  **Personal Use**  
**INSURANCE IDENTIFICATION**  
**Policy Number** \_\_\_\_\_  
**Insured's Name** \_\_\_\_\_  
**Emergency Phone No.** ( ) \_\_\_\_\_  
**Your Agent:** \_\_\_\_\_

On the spot vehicle accident report - Vehicle #:

**ACCIDENT INFORMATION**

Date \_\_\_\_\_ Time \_\_\_\_\_  A.M.  Daylight  
 P.M.  Dark

**LOCATION:**  
 Name of Street or Highway Number \_\_\_\_\_ (Closest Intersection or Landmark) \_\_\_\_\_  
 City, Town, County \_\_\_\_\_ (State) \_\_\_\_\_

**WEATHER:**  
 Clear  Raining  Snowing  Fog  
 Sleetng  Dust/Smoke/Fog  High Wind  Other \_\_\_\_\_

**AREA:**  
 Residential  Commercial  Rural  Other \_\_\_\_\_

**PAVEMENT**  
 Asphalt  Concrete  Gravel/Dirt  Brick/Stone  
 Steel  Wood  Other \_\_\_\_\_

**CONDITION**  
 Dry  Wet  Slippery  Pot Holes  
 Other \_\_\_\_\_

**DIRECTION:**  
 Yours  N  E  S  W  Other \_\_\_\_\_  
 Other  N  E  S  W \_\_\_\_\_

**SPEED:**  
 Yours \_\_\_\_\_ Posted \_\_\_\_\_  
 Other \_\_\_\_\_ Actual when danger noticed \_\_\_\_\_

**TRAFFIC CONTROL:**  
 Stop sign:  
 1 Way  2 Way  
 3 Way  4 Way  
 Yield  Semaphore  
 Police/Flag Person  Railroad   
 Uncont. Intersection Not an Intersection.

**SEAT BELT:**  
 Used  Not Used

**AIR BAG INFLATED:**  
 Yes  No

**ACCIDENT DESCRIPTION**

Briefly tell how the accident happened. Indicate movement of involved vehicles when hazard was first noticed, warning or evasive action taken and length and position of any skid marks.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ACCIDENT SKETCH**

Draw an accident sketch. Show and label roadway, indicate number of lanes, direction of travel and signs. Number each vehicle and show direction of travel from point hazard was noticed to point of impact by a solid line and any travel after impact by a dotted line.

**SYMBOLS:**

Your Vehicle 1

Other Vehicle: 2

3

Pedestrian 

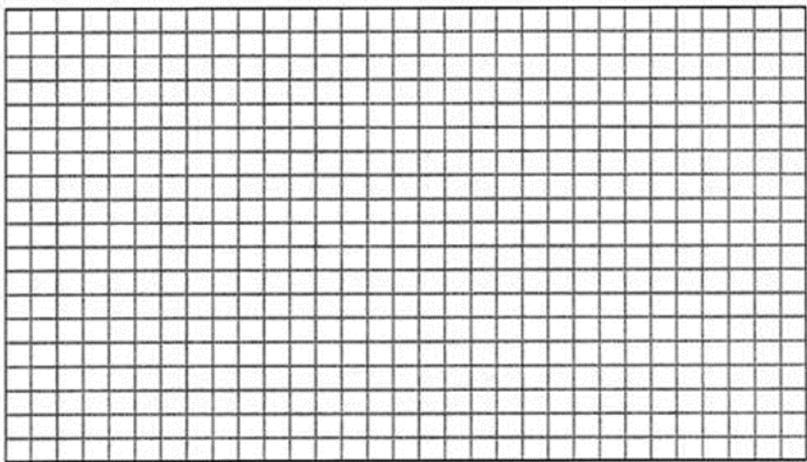
Stop Sign 

Semaphore 

Yield 

Railroad 

Point of Impact 



Indicate direction 

At what distance did you notice danger?  
 \_\_\_\_\_ feet

**Payroll**

Our weekly pay period follows the Collective Bargaining Agreement. Payroll checks are mailed on Tuesday. In addition to having your check sent to you, you have an option to pick up your paycheck, have it mailed directly to the Credit Union, or to use direct deposit. Please call the Office for details on these options. All employees will be paid by either check or direct deposit payable to the employee only, and not to third parties, and checks will only be given to the employee. NEI Electric will not pay any employee in cash, nor will NEI Electric cash any employee payroll or personal check. Advances on pay will generally not be made, except in NEI Electric's sole discretion, and then only to employees in good standing.

Employees need to submit their time sheets for the previous week by the following Monday at Noon. It is your responsibility to get this information in or your payroll check may be delayed.

The Company abides by all state and federal laws governing the payment of wages. Any employee who believes that he/she has not been paid correctly must immediately make a report to a NEI Partner. The Company will investigate such any claims and adjust pay as is necessary.

**Travel and Reimbursable Expenses**

Please note on your weekly time sheet any travel or reimbursable expense that you incur. Attach supporting documentation, if applicable. Please note job numbers or business purpose of the expenditure.

**Payroll Deductions**

Normal payroll deductions for federal and state income tax, FICA, and union deductions as directed. Please call the Office to get a new W-4 if you wish to change your deductions. If you have a child support withholding order, we will be ordered by the State or County to deduct from your payroll check the amount determined by your order as child support. We are required to make this deduction and cannot change the amount in the Child Support Order. Please contact your child support agent with changes if you believe the deduction or the amount is in error. Other payroll deduction required or permitted by law (garnishments, advances or expense reimbursements, vacation when approved, or monies or property owed to the Company, for example) will also be made where appropriate. Employees are required to sign authorizations for such payroll deductions as a condition of continuing employment.

**Change in Personal Information & Emergency Contact Information**

If you change your address, telephone number, marital status, dependent(s) status or emergency contact, please call the Office or notify your foreman in order for us to get the information updated in our files.

## **Notices / Report Forms**

Required employment notices are posted at each Office.

Important NEI notices will be included with your payroll check. An industry-generated weekly toolbox talk will be included with your payroll check; this toolbox talk will give you safety information. Please open your payroll envelope weekly: verify the information on your payroll check and look for important notices from the Office.

Copies of the report forms shown in the NEI Electric Employment Manual and the NEI Safety Policy are available through your supervisor, in the project site job boxes and at each NEI office. In addition, some of the typical reporting forms are now available through 'Employee Access' on our website: [www.neielectric.com](http://www.neielectric.com).

## **Personal Information and Personnel Files**

NEI Electric maintains a personnel file on each employee containing relevant employment records. The personnel file includes such information as the employee's job application, records of any training, documentation of performance appraisals, absence, discipline, wage and salary history, and related information.

The Company does not and will not: (a) require nondisclosure of wages as a condition of your employment; (b) take adverse employment action or retaliate against you for discussing your wages or another employee's wages (if voluntarily disclosed to you); or (c) require you to sign a waiver purporting to deny you the right to disclose your wages. If the Company fails to do any of the foregoing (a) - (c), you may have remedies under Minnesota law. Employees working in St. Paul, Minneapolis or Duluth may have additional rights and remedies regarding paid time off. The Company will not retaliate against you for asserting your rights.

Personnel files are the property of NEI Electric, and access to the information they contain is monitored. Only management employees and the Employer's insurers, attorneys and accountants and government regulators have access to employees' personnel files and other employment information, and only on a "need to know basis."

We limit the type of reference information given out on current employees or previous employees to dates of employment and employment position.

We will confirm information (including wages) required for loan applications only if accompanied by a signed release by the employee. The accounting department will complete these confirmations.

No employee information will be given to third parties without your written release, except as required by law or in emergencies.

Only management employees have access to and are authorized to give out the above information.

With reasonable advance written notice, employees may obtain copies of, or review their own personnel files in NEI Electric's offices in the presence of an individual appointed by NEI Electric to maintain the files, once every 6 months, and once every 12 months following termination. Employees

may also disagree with any items to be included in their file and submit their own statement to the file if the dispute cannot be resolved. Applicable law and statutory remedies, as well as Company policy, protect employees' access and contest rights. No employee access to personnel files other than that specified in this policy is permitted. If you are interested in seeing your file, contact the Office to set up an appointment.

### Minnesota School Conference/Activity Leave

Eligible Minnesota employees may take unpaid leave up to a total of sixteen (16) hours during any twelve (12) month period to attend pre-school or school conferences, observations or activities related to the employee's child, if such conferences, observations or activities cannot be scheduled during non-work hours. Employees are eligible for such school conference activity leave if they have worked for NEI Electric for at least twelve (12) consecutive months preceding the request for an average of twenty (20) hours per week.

When School Conference/Activity Leave cannot be scheduled during non-work hours, and the need for the leave is foreseeable, the employee must provide reasonable prior notice to the Employer of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the Employer's operations. Employees must use available vacation for school conference/activity leave under this policy. School Conference/Activity Leave may not be "stacked" consecutively with other available leave.

### Family & Medical Leave of Absence

#### Eligibility

Employees are eligible for FMLA leave in the amounts described below if they have worked for NEI Electric at least twelve (12) months prior to the commencement of the leave and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period prior to the leave.<sup>1</sup>

#### Twelve (12) Week FMLA Availability

NEI Electric offers unpaid Family and Medical Leave of Absence (FMLA) leave to eligible employees for the following reasons:

- (i) for the birth, adoption, or foster care placement of a child;
- (ii) for the employee's own "serious health condition" or the "serious health condition" of the employee's spouse, child, or parent; and
- (iii) for "exigency" situations involving an employee, or the employee's spouse, child, or parent, called to duty as part of the Armed Forces (including National Guard or a branch of the Reserves). Exigencies include various events (i.e. military events, counseling sessions) and arrangements (i.e. alternative child

---

<sup>1</sup> **Minnesota employees** who do not meet the eligibility requirements under the FMLA may still be eligible for 12 (twelve) weeks of unpaid leave for the birth or adoption of a child under the Minnesota Parenting Leave law, if they have worked for the employer for at least 12 consecutive months for an average of 20 hours per week. **Wisconsin employees** who do not meet the eligibility requirements under FMLA may still be eligible for six weeks of unpaid leave for the birth or adoption of a child, two weeks for serious health condition of a spouse, child or parent (including parent-in-law); and two weeks for employee's own serious health condition (as defined under Wisconsin law) that renders the employee unable to perform the essential functions of the employee's job. An employee may not take more than 8 weeks in a year for any combination of leave under the Wisconsin Family Medical Leave Act.

care, financial/legal arrangements) associated with deployment. Human Resources can provide more details on what qualifies for this type of leave.

“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 the qualified family member from participating in school or other daily activities. Continuing treatment may be met by: (1) a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider; or (2) one (1) visit to a health care provider and a regimen of continuing treatment; or (3) other equivalent conditions.

Eligible Employees are eligible for up to twelve (12) weeks FMLA leave in a twelve (12) month period. The right to FMLA leave in a twelve (12) month period is calculated as the twelve (12) month period measured forward from the date of your first FMLA usage.

### **Twenty-Six (26) Week FMLA Availability**

An eligible employee is entitled to twenty-six (26) weeks of leave to care for a covered member of the Armed Services (“Service member”) undergoing medical treatment or therapy for, or for recuperation from, a serious illness or injury incurred in the line of duty. A covered Service member is: (1) a current member of the Armed Forces (including National Guard or Reserves); 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 veteran. If an employee takes leave to care for a covered Service member, he or she is entitled to twenty-six (26) weeks of FMLA leave during one (1) twelve (12) month period, rather than the twelve (12) weeks described above. The twenty-six (26) weeks will be measured forward from the date an employee’s first FMLA leave to care for the covered service member begins. However, the employee will only be entitled to a total of twenty-six (26) weeks for *all* leave taken during that twelve (12) month period (including FMLA leave taken for other reasons).

### **Intermittent Leave**

In all of the above cases, except birth, adoption, or foster placement of a child, the leave may be taken “intermittently” or on a reduced leave schedule, but only when medically necessary. The employee must provide medical certification in support of a leave due to serious illness, or for “caregiver leave” for the ill or injured Service member. NEI Electric reserves the right to require a medical certification, recertification, or confirmation thereof from a health care provider of NEI Electric’s choice and at its expense.

### **Procedure**

If the FMLA leave is foreseeable, the employee must notify NEI Electric at least thirty (30) days prior to the first day of the FMLA leave. If the FMLA leave is not foreseeable, the employee must comply with NEI Electric’s normal policies for notifying the company of an absence (See the Absenteeism/Tardiness Section). Employees must provide sufficient information for NEI Electric to determine if the leave may qualify for FMLA protection and the anticipated start date and return date of the leave. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt NEI Electric’s operations. NEI Electric will notify the employee within five (5) business days of a request as to whether the employee is eligible for FMLA and whether the leave will be covered by the FMLA, provided that, in cases where five (5) days’

notification is not possible, NEI Electric will attempt to designate the leave as FMLA-qualified as soon as reasonably possible under the circumstances and may so designate leave, before or after commencement, even when not requested by the employee when eligibility is not contested.

If the leave is for a “serious health condition” of the employee or one of the employee’s qualifying relatives, NEI Electric requires a medical certification from a treating doctor indicating that the condition qualifies. These forms are available from Human Resources.

### **Pay and Benefits**

FMLA leave is not paid leave by NEI Electric. If the employee has Paid Time Off (PTO) available, the employee must use the PTO for the FMLA leave and such time will count both as FMLA leave and as PTO. Certain employees may be eligible for short-term disability pay in the event of a serious illness of the employee, but the receipt of short-term disability or workers’ compensation benefits during FMLA leave shall not extend the FMLA leave beyond the applicable twelve (12) or twenty-six (26) week limits.

Employees do not accrue PTO, or other leave grants during the FMLA leave, nor will the employee receive holiday pay for any holidays which occur during the FMLA leave. Employee use of FMLA leave will not result in the loss of any employment benefit that was available prior to the start of an employee’s leave.

NEI Electric will continue to provide group health insurance benefits to employees on FMLA leave, provided they were eligible for such benefits prior to the leave, so long as the employee continues to be pay his/her portion of the premium, which may also be deducted from any pay received by the employee during the FMLA leave. If the employee does not receive compensation from NEI Electric during the FMLA leave, the employee must pay the premium to NEI Electric on or before the time it would otherwise be made if by payroll deduction. If the employee does not return to work by the required FMLA return date, the employee will not be eligible for reemployment and will be required to reimburse NEI Electric for premium payments made during the FMLA leave. The employee may, however, be eligible for COBRA insurance continuation at his or her own cost in that case if back payments are promptly made for any outstanding premiums due for the period of the FMLA leave.

### **Return to Work**

Employees returning to work from FMLA leave will normally be restored to the same position held prior to the leave, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Returning employees retain eligibility for any group benefits for which they were eligible prior to the leave, including group health insurance, even if the employee did not pay the employee’s portion during the FMLA leave, but NEI Electric retains the right to recover any unpaid employee portion of group health insurance for the period of the FMLA leave, upon the employee’s return to work, by payroll deductions or otherwise.

If the FMLA leave was for the employee’s own serious illness, the employee must submit a medical certification to NEI Electric which states that the employee is able to resume work and perform all the essential duties of his or her position before the employee may be restored to his/her same position. NEI Electric will provide a list of essential job functions to the employee’s physician at the time the leave is designated, so that the treating physician will be able to give an informed opinion about the employee’s return to work and any restrictions.

The legal requirements concerning medical and other leaves are complicated. Employees' rights to FMLA leave are legally defined and NEI Electric will respect them. Employees who have any questions or concerns about FMLA leave rights or rights under state or federal leave law should raise them with the Human Resources Representative. Employees may also bring them to the U.S. Department of Labor or to a private attorney. Employees who have any questions about their entitlement to leave should the contact Human Resources Representative for more information.

### **Military Leave**

It is NEI Electric's policy to afford re-employment rights for employees returning from military leaves of absence in appropriate circumstances. The Company requests as much notice as possible for those desiring a military leave. Such re-employment opportunities will be granted for employees as follows:

1. Employees entering active military service for a single enlistment period will be granted a general unpaid military leave of absence. NEI Electric will reinstate employees returning from military leave to their former jobs, or to an equivalent position, except in cases where changed circumstances make it impossible to do so or create an undue hardship for NEI Electric.
2. Employees who are members of a National Guard or Military Reserve unit may elect to treat summer training periods as vacation with pay to the extent the employee has available vacation for the period.
3. Employees who elect not to treat military training periods with a National Guard or Military Reserve unit as vacation will receive unpaid military leave for the period of the training.

### **Jury Duty Leave**

NEI Electric encourages its employees to fulfill their civic responsibilities by serving jury duty when required. An employee requesting jury leave must show the jury duty summons to his or her supervisor as soon as possible after he or she receives it, so that the supervisor may make arrangements to accommodate the employee's absence. The employee is expected to report for work whenever his or her court schedule permits.

Either NEI Electric or the employee may request an excuse from jury duty if the employee's absence would create serious operational difficulties for NEI Electric. Jury Duty Leave may not be "stacked" consecutively with other available leave.

**Resignation/Termination**

Termination of employment is an inevitable part of personnel activity within any organization. In the event you should resign, you are requested, but are not required to provide two weeks' advance notice of your decision.

NEI Electric generally provides advance notice to its employees if it becomes necessary to terminate their employment. However, NEI Electric does not guarantee such notice and reserves its right to terminate for any reason, with or without notice, cause or prior discipline, except to the extent a labor agreement might expressly provide otherwise. There are no recall or re-employment rights at NEI Electric.

Employees who fail to return from a leave of absence will be treated as having resigned as of the date the leave commenced and will be required to reimburse the Employer for any benefits provided during the leave.

**Layoff**

You may be laid off under certain circumstances, including but not limited to a shortage of work or funds, elimination of position, or changes in NEI Electric's organizational structure or services. If layoffs are necessary, selection of persons to be laid off will be at NEI Electric's discretion based upon an evaluation of factors including, but in no way limited to, seniority, merit, prior disciplinary record, qualifications, business requirements and efficiency, as determined solely by NEI Electric's management. NEI Electric may, to the extent circumstances permit, provide prior notice of such layoffs. There are no recall or re-employment rights at NEI Electric. To the extent a labor agreement expressly conflicts with this provision, the labor agreement will control.

This page has been left blank intentionally.

