

# EMPLOYEE HANDBOOK

*Metro Electric/Metro Lighting  
6801 Hoffman Avenue  
Saint Louis, Missouri 63139*

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## *Handbook Statement*

The policies and procedures in this manual are not intended to be promises or contractual commitments by the Company. Management reserves the right to revoke, change, or supplement guidelines, wages, benefits, and all other working conditions at any time without notice. This Company subscribes to the policy of "employment at will." Continued employment with the Company is at the sole and exclusive option of Company management. No policy is intended as a guarantee of continuity of benefits or rights. No permanent employment or employment for any term is intended or can be implied by statements in this manual. The employer retains the absolute power and right to fire anyone with or without good cause.

Whenever there is a difference between the contents of this manual and the terms of a union contract, the union contract will prevail for those employees who are members of the union.

Anything in this handbook to the contrary notwithstanding, the employer reserves the right to terminate the service of any employee at any time and for any reason satisfactory to the employer, except to the extent that a union collective bargaining agreement provides otherwise.

# *Welcome to Metro*

## Introduction

As an organization dedicated to providing quality products and service, Metro Electric/Metro Lighting offers our employees the opportunity to become wholeheartedly involved in fulfilling that commitment. The Company provides employees with competitive benefits and compensation and in return expects superior performance and regular attendance. Employees who enjoy demanding challenges and constantly strive for a high standard of conduct and performance are welcome. We believe that your employment with us will be rewarding.

As an employee, you can expect to be treated fairly, honestly and sincerely. You can expect a challenging and rewarding job. You can expect the Company to treat confidentially all items in your personnel file, including your address, your phone number and items relating to your pay unless authorized by you in writing or as required by law.

When you accept a position with our Company, you are expected to report to your assigned area on time and ready for work. You are expected to work overtime when requested by your supervisor in order to meet Company objectives. You are expected to dress according to the dress code for your department. You are expected to maintain an active interest in your job and to improve those skills necessary for the fulfillment of your job. You are expected to abide by the rules and regulations of the Company and your department.

As an employee of this Company, you are expected to be loyal in your dealings. Constructive criticism about the Company, supervisors, fellow workers, etc. should be made to your supervisor or top management. Criticism will be reviewed and corrective action will be taken as necessary and appropriate. Refrain from making critical remarks about the Company, your work, etc., outside of the Company. This only marks you as a "disloyal employee."

## Equal Opportunity Employer/Non-Discrimination

It is the Company's policy to provide equal employment opportunity to all employees and qualified applicants without regard to race, color, religion, sex, age, national origin, physical or mental disability, or any other status protected under applicable federal, state and local law, to the extent required by law. This policy applies to all personnel actions, benefits, terms, and conditions of employment including, but not limited to: hiring, placement, training, compensation, transfer, promotion, leave-of-absence, discipline, termination, layoff, and recall.

It is the Company's policy to prohibit any kind of harassment of co-employees, supervisors, subordinates, customers or vendors because of their race, color, religion, sex,

age, national origin, physical or mental disability or any other status protected under applicable federal, state and local law, to the extent required by law. Violations of this non-discrimination policy should be brought to the attention of your supervisor or his/her supervisor if your supervisor is the subject of the complaint. Additionally, a violation of this policy may be made the subject of a complaint under the Company's harassment policy.

We will provide a reasonable accommodation to the known physical or mental limitations of a qualified employee or applicant with a disability, provided that the accommodation does not result in an undue hardship or pose a direct threat to the health or safety of any individual. It is the obligation of an individual with disability to request a reasonable accommodation.

We will make reasonable accommodation to the religious practices of an employee or applicant, provided that the accommodation does not result in an undue hardship. It is the individual's obligation to notify us of the need for a religious accommodation.

The failure of any employee or supervisor to comply fully with this policy will be grounds for disciplinary action up to and including termination of employment.

# *Employment*

## Selection and Employment

The Company provides equal opportunity for all applicants on the basis of demonstrated ability, experience, training, and potential. Qualified persons are selected without prejudice or discrimination as stated in the Company's Equal Opportunity policies.

Employment may be made contingent upon certain job-related factors such as obtaining a specific state license for driving and approval by our vehicle insurance company.

Once the candidate has accepted the employment offer, he/she will be required to provide documentation of identity and employment eligibility in accordance with federal law. The I-9 form shall be used for this purpose. He/she may also be required to submit to a drug test.

## Employee Classifications

Employees are hired as regular full-time or regular part-time.

For full-time employees, during the first month of employment employees are not eligible for benefits. Insurance benefits take effect the first day of the month following the employee's thirty days of employment. Employees become eligible for 401K participation the first day of the month after 90 days of employment.

There are two classifications of employees as follows:

1. Regular full-time: An employee who works 32 or more hours per week on a regularly scheduled basis.
2. Regular part-time: An employee who works less than 32 hours per week, on either a regularly scheduled basis or on an irregular basis.

Employees are entitled to request a change of status (for example, change from full-time to part-time). These requests are granted based on the needs of the department. Employees should be aware that changes of status can affect their benefits. It is the employee's responsibility to consider such effects when deciding to request a change of status.

Note: Benefits are not available to employees who are regularly scheduled to work less than 32 hours per week.

All employees are classified as exempt or non-exempt according to the following definitions:

Exempt: Positions of managerial, administrative or professional nature, as prescribed by state and federal labor laws. These positions are exempt from mandatory overtime payments.

Non-exempt: Positions of a clerical, technical, or service nature, as defined by the Fair Labor Standards Act, are to be paid overtime at the rate of time and one half their regular rate of pay for all hours worked beyond forty hours in a work week.

Employees should be informed of their initial employment classification as an exempt or non-exempt employee prior to the employment offer. If the employee changes positions during their employment as a result of a promotion, transfer, or otherwise, the employee will be informed by the Human Resources Department of any change in their exemption status. The Company reserves the right to review and adjust employee classifications at any time.

### **Exempt Salaried Employee Definition and Complaint Procedure**

An “exempt salaried employee” is an employee who regularly receives a predetermined amount of compensation each pay period on a weekly or less frequent basis and who falls within one of the following categories exempt from overtime: executive, administrative, professional, outside sales and certain computer employees. An employee who falls within the “exempt salaried employee” definition may not have his/her pay reduced because of variations in the quality or quantity of the employee’s work, except, as follows:

1. For absences of one or more full days for personal reasons, other than sickness or disability;
2. For absences of one or more full days for sickness or disability if the deduction is made according to a bona fide sickness or disability policy, plan or practice that provides compensation for time loss due to sickness or disability, or the employee is not yet eligible for pay under such a policy, plan or practice or has exhausted the employee’s paid time under such policy, plan or practice;
3. To offset amounts employees receive as jury or witness fees, or for military pay;
4. For unpaid disciplinary suspensions of one or more full days imposed in good faith for violations of safety rules of major significance such as those relating to the prevention of serious danger in the workplace or to other employees;
5. For unpaid disciplinary suspensions of one or more full days imposed in good faith for violations of the Company’s written workplace conduct rules and policies. Such rules and policies include, but are not limited to policies against harassment and violence in the workplace.
6. When an “exempt salaried” employee works less than a full week for the first or final week of employment; or
7. When an “exempt salaried” employee takes unpaid leave under the Company’s Family and Medical Leave Act Policy.



It is the Company's policy to comply with the salary basis requirements of the FSLA. Therefore, the Company will not authorize any deduction that does not fall within the listed exceptions or that are not otherwise permissible under state or federal law.

If you believe that an improper deduction has been made to your salary, you should immediately report this information to human resources.

Reports of improper deductions will be promptly investigated. If the Company determines that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

The Company will also take whatever steps it deems necessary to ensure that any improper deduction brought to its attention under this procedure does not occur in the future.

## **Entering Service**

Once an offer of employment has been made and accepted, several requirements must be met. On the first day of the job, it is the employee's responsibility to complete all required documents for the personnel file, including withholding certification (Form W-4), proof of licensure for appropriate personnel, benefit applications and enrollment forms, and proof of eligibility to work in the United States (Form I-9). Any employee who will be driving a Company vehicle will be required to sign a letter of authorization giving the Company permission to run a motor vehicle report (MVR).

## **Anniversary Date**

An employee's anniversary date is defined as the first day of the month that is nearest to his/her first day on the job with the Company. An employee whose first day on the job is between the first and the fifteenth of the month will have an anniversary date of the first of that month. An employee whose first day on the job is between the sixteenth and the last day of the month will have an anniversary date of the first of the following month.

Employees who voluntarily quit and are then re-employed by the Company will lose their original anniversary date for all purposes and be assigned a new date corresponding to their first day on the job after re-employment.

Employees who are laid off and later recalled will retain their seniority as of the date of layoff. The anniversary date will change to reflect the amount of time the employee was laid off.

## **Rehire**

Applications received from former employees will be processed using the same procedures and standards that govern all other applicants entering service. The hiring

manager will review the former employee's performance records and the circumstances surrounding termination of previous employment with the Company, and will check references for the time since termination until new application.

### **Hiring of Relatives**

The Company permits the hiring of relatives of current employees if the applicant is qualified and selected by the hiring manager. The primary consideration for placement is the proximity of the relatives' work areas to each other. Only in extraordinary circumstances, with management approval, should an employee be directly or indirectly supervised by a relative. A relative is any person related to the employee by blood, marriage or adoption.

### **Change of Status**

Any changes in name, marital status, dependants, address, or telephone number must be reported in writing to the payroll department immediately. This will enable us to adjust personnel and payroll records promptly and make your proper payroll deductions, if applicable.

# *Payroll and Personnel Information*

## Job Descriptions

Job descriptions are used to determine employee selection, job requirements, performance evaluations and organizational structure. Job descriptions are a general outline of duties and do not list every task an employee is expected to perform. Employees may be requested to do other duties not specifically listed, and they are expected to comply. Failure to do so is considered insubordination.

## Work Schedules

This Company's normal business office hours are from 7:45 a.m. to 4:30 p.m. Monday to Friday. However, hours vary for most employees and they will be required to work other hours and/or be on-call. Consequently, persons are accepted for employment with the condition that they are willing to work weekends, holidays, or different shifts. Work schedules and days off are determined by the nature of the work to be performed in the employee's department. The department supervisor arranges the schedule accordingly and the employees are notified as much in advance as possible. Employees are normally notified in advance of any schedule change. In the event of an unusual occurrence such as an emergency, employee illness or absence it may be necessary to alter the work schedule without advance notice. All employees are expected to cooperate in such circumstances, and must work as scheduled unless authorized otherwise.

## Work Week

The normal work week consists of forty (40) hours Monday through Saturday, excluding an unpaid lunch period of at least a ½ hour but no more than 1 hour. The Company can stagger the work week so that an employee's work week can be any five (5) days. The normal shift for office and electrical employees will start between 6:30 a.m. and 7:45 a.m., and the shift will end between 3:00 p.m. and 5:00 p.m. The normal shift for lighting employees fluctuates due to the retail nature of the job.

## Lunch Periods

A period of at least 30 minutes is scheduled by the supervisor for meal periods on any shift of more than six (6) hours. Employees must inform the supervisor when they are going on lunch period. Meal periods may not be voluntarily forfeited and are not part of paid working hours. Meal breaks should not be taken at the work station. Employees must clock out for lunch breaks. Violation of lunch periods and allotted times will result in disciplinary action.

In the event of an emergency situation, prior approval should be given by management to work through lunch, and it must be so indicated by the manager's signature on the time card to receive payment for lunch time not taken.

## **Overtime**

Overtime will be paid to hourly (non-exempt) employees in quarter hour increments at one and one-half times the regular rate of pay for time worked in excess of 40 hours a week. Overtime is highly discouraged but may be assigned based on Company need. Paid time off is not included as time worked in calculating overtime pay. All overtime worked must be authorized in advance by the supervisor, and all overtime hours shown on the time card must be initialed by the supervisor. Working unauthorized overtime, or refusing to comply with reasonable requests to work overtime may result in disciplinary action.

## **Time Cards**

Employee time cards are necessary documents used to compute earnings in accordance with federal and state regulations. All employees must clock in and out when arriving and leaving, and for lunch periods. Failure to properly complete the time card may result in errors on the paycheck. Time cards must be turned in on a timely basis in order to process payroll.

Each employee is responsible for accurately recording his/her hours worked on a time card. Falsifying time cards or clocking another employee's time card, or allowing one's time card to be clocked by another is not permitted and may result in immediate termination for both parties.

If time off is taken, the reason for the time off should be noted on the time card. All corrections and/or notations on time cards must be made and initialed by the supervisor. Permission to work overtime must be obtained in advance and the supervisor authorizing the overtime must initial the time card. Working through the lunch period must be approved in advance and the supervisor must initial approval on the time card.

Time cards must be turned in to the supervisor on Monday morning the week of payroll in order to be processed for Friday's payroll. Each manager will add up the hours on their employee's time card and summarize them on a time sheet. The time sheets and time cards must be turned in to the payroll department no later than Tuesday morning of the payroll week.

## **Paydays**

Paychecks are distributed bi-weekly on Fridays. Paychecks can be picked up on Thursday if the employee has a scheduled day off on Friday.

The paycheck stub indicates the hours worked, gross earnings, taxes and deductions for the pay period and year-to-date totals. Questions regarding paychecks should be directed to the employee's supervisor and/or the payroll department.

If a paycheck is lost, it should be reported to the payroll department immediately so that a stop order can be issued to the bank. The payroll department will issue a new check upon authorization from the controller or the president.

## **Changes and Errors**

If you wish to make changes affecting your paycheck (e.g., amount of tax withholding, direct deposit and other voluntary deductions) or if you believe that an error was made on your paycheck, contact the payroll department immediately. Requests must ultimately be received in writing or by e-mail. Corrections and adjustments will generally appear on your next regularly scheduled check.

## **Direct Deposit**

Direct deposit of your paycheck is offered to any employee who wants to have their pay directly deposited into their checking and/or savings account. The employee will still receive a paycheck stub. Any employee wanting direct deposit should speak with the payroll department.

## **Pay Advances**

It is our policy to decline all requests for early paychecks or pay advances for personal reasons.

## **Payroll Deductions**

The following standard deductions will be taken from gross wages:

1. FICA – Federal Social Security tax
2. Federal Income Tax – Federal income tax withholding deduction will depend upon the W-4 authorization signed at the time of employment. Changes in marital status and dependants affects the amount of withholding, so changes should be reported promptly to the payroll department and a new W-4 form should be completed.
3. State/City Income Tax
4. Voluntary deductions – Group medical insurance is an example of a payroll deduction approved by the employee.

5. Every employee will receive an annual Wage and Tax statement (IRS Form W-2) for the preceding year on or before February 1. Any employee who believes that his or her deductions are incorrect for any pay period, or on the W-2, should check with the payroll department immediately. Employees should verify their social security number and report any errors promptly to the payroll department for immediate correction.

## **Garnishments**

As required by law, this Company recognizes court orders for garnishments, liens, and wage assignments. However, employees are encouraged to meet their financial obligations and to deal directly with their creditors to avoid involving the Company in any way in the employee's personal finances.

## **Performance Reviews**

The primary purpose of a performance review is to improve performance on the job and to help the employee grow professionally. The written performance review is completed at least annually to enable the employee and the supervisor to review job performance, attendance and behaviors, and to set goals for the upcoming year. The employee is encouraged to comment in writing on the review form without fear of reprisal, especially if he/she does not agree with the review. Completed performance reviews will be placed in the employee's permanent personnel file. A copy can be made available to the employee.

Performance reviews will be completed by the employee's immediate supervisor and reviewed by the department head and president. A performance review is not to be considered a commitment on the part of the Company to provide a pay increase.

Performance reviews with a rating of "needs improvement" or lower will be reevaluated in 30 days. The employee's immediate supervisor, department head, and president will review the suitability of retaining the employee if improvement is not noted upon reevaluation.

Pay increases are based on merit as an incentive both to remain with the Company and to grow in effectiveness on the job.

# *Time Off*

## Vacation

Vacation benefits accrue for full-time employees according to the following schedule:

- 1 week (5 days) after 1 year anniversary
- 2 weeks (10 days) after 3 year anniversary
- 3 weeks (15 days) after 10 year anniversary
- 4 weeks (20 days) after 20 year anniversary

An employee who is eligible for more than 2 weeks of vacation is entitled to take no more than 5 days consecutively unless authorized by their supervisor. Carrying over vacation time from one year to the next is not allowed. Vacation must be scheduled 30 days in advance and be approved by the supervisor/manager in order to be granted.

Upon termination, unused vacation time will be paid less outstanding amounts owed to the Company, except when the employee fails to give required 2 week notice of voluntary resignation, in which case unused vacation will be forfeited. Final vacation pay will be added to the final paycheck.

## Holidays

Regular full-time employees who have been with the Company for 30 days will receive the following days off as paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving (Veterans Day – floating holiday)
Independence Day	
Labor Day	Christmas Day

Employees must work the last scheduled work day before a holiday and the first scheduled work day following the holiday to be eligible for holiday pay. If vacation is to be taken in conjunction with a holiday, it must be pre-scheduled and approved.

When a recognized holiday falls on a Saturday or Sunday, that holiday will be observed on the Friday before the holiday or the Monday following the holiday.

## Sick Leave

Sick leave benefits accrue for full-time employees according to the following schedule:

- 1 day after 1 year anniversary

- 2 days after 2 year anniversary
- 3 days after 3 year anniversary
- 4 days after 4 year anniversary
- 5 days after 5 year anniversary (and thereafter)

An employee is expected to notify his/her supervisor/manager at the beginning of each work day during illness or injury. Failure to notify the supervisor/manager for more than two days will be considered job abandonment. Exceptions to this include a serious accidental injury, hospitalization, and when it is known in advance that the employee will be absent for a certain period of time.

An employee may obtain supervisor/manager approval occasionally to use a sick day to handle a personal matter. Carrying over sick time from one year to the next is not allowed.

## **Funeral Leave**

In the event of the death of a member of your immediate family (spouse, child, parent, sister, brother (through blood or marriage) you will be paid for time lost during the course of your regularly scheduled work week up to a maximum of 3 days to and including the day of the funeral. In the event of the death of an aunt, uncle, niece, nephew, first cousin, grandparent or grandchild, you will be paid for time lost on the day of the funeral. You may be required to provide the Company with proof of the death of the deceased and/or proof of relationship.

## **Jury Duty**

The Company does not pay for time off due to jury duty. It is the employee's responsibility to report any summons of jury duty to their supervisor/manager. The employee will present proof of jury service to their supervisor.

## **Military Leave**

Employees who serve in the military will be granted an unpaid leave of absence and reemployment rights as provided by the laws of the United States. Appropriate military papers must be presented to the Company before the employee is granted military leave of absence. The employee may use vacation and/or personal leave to compensate during this period. However, this is not required.

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

### **Introduction**

The Company recognizes that employees occasionally need to take time away from work to care for important family and medical needs. This Family and Medical Leave Policy is



designed to meet those needs in a manner that is beneficial to employees, their families and the Company. It also represents the intent of the Company to comply with the requirements of the Family and Medical Leave Act of 1993 (“FMLA”).

### **Reasons for Leave**

Eligible employees may be entitled to take a leave of absence for the following reasons:

- The birth of a child or the placement in your home of a child for adoption or for foster care (New Child Leave);
- The need to care for your spouse, son, daughter or parent who has a serious health condition (Family Medical Leave);
- A serious health condition that prohibits you from performing essential functions of your job (Employee Medical Leave).

Requests for leaves of absence in situations other than those governed by the FMLA, such as personal leave, are not addressed in this policy.

### **Eligibility**

To be eligible for a leave of absence under this policy, you must:

- Have been employed by the Company for at least twelve (12) months; and
- Have worked at least 1,250 hours during the twelve (12) months before the beginning of the requested leave; and
- Work at a Metro Electric office or worksite that employs at least 50 employees at that facility, or within 75 miles of that facility.

### **Amounts of Leave**

If you are an eligible employee, you may take up to twelve (12) work weeks of leave during a twelve (12) month period for qualifying situations. The Company uses a rolling twelve (12) month period. Accordingly, a request for a leave of absence generally will not be approved if you have already used twelve (12) weeks of leave under this policy during the twelve (12) months preceding the date you requested to begin your leave. Different rules may apply when both spouses work for the Company. Please consult Human Resources for details.

### **Compensation and Benefits During Leave**

Leaves of absence under this policy are generally without pay, where permitted by law. Nevertheless, you will be required to use any available sick leave and vacation during the leave, unless the time off is taken for an injury or illness that is compensable under Workers’ Compensation. Regardless of whether you receive sick or vacation pay during the leave, the full amount of leave you take will be counted toward the twelve (12)

workweek maximum leave available in a twelve (12) month period. You will not accrue any benefits during the leave period unless this leave is used concurrently with Workers' Compensation leave.

### **Health Insurance During Leave**

During any leave under this policy, you will continue to be covered by the Company's group health insurance plan, during the leave period at the same level and under the same conditions as if you had continued to work provided you continue to pay the regular employee contributions to the benefit plan. The payment must be received in the payroll department by the first of each month. If payment is received late your coverage may be cancelled, as permitted by law. If the personal check is returned for insufficient funds, the group insurance coverage may be cancelled, as permitted by law.

Your coverage may stop if the Company learns you do not intend to return to your employment or if you do not return to your employment. Your loss of coverage for these reasons will be a qualifying event for COBRA purposes. In these cases, the Company may request you to reimburse it for any premiums it has paid on your behalf during the leave unless the reason you did not return was because of a continued serious health condition or for other reasons beyond your control as identified in the FMLA.

You will also continue to be covered by the Company's additional benefit plans to the same extent as if you remained actively employed, when permitted by the plan terms. You are responsible to pay your portion of the insurance premium. All premiums should be submitted to Human Resources before you take the leave.

### **Notifying the Company**

1. *Foreseeable Events.* You must notify Human Resources at least thirty (30) days in advance of foreseeable leaves, such as leaves for planned medical treatment or for your child's birth.
2. *Unforeseeable Events.* For unforeseen events, such as accidental injury causing a serious health condition, premature birth or a sudden change in your health, you must notify Human Resources of your need for leave as soon as it is possible and practical to do so. In most cases, you should notify the Company at least orally of an unforeseen leave within one day of when you find out when you will need the leave. For unforeseeable leaves the Company requests that you submit the application form as soon as possible even if you have provided oral notification.
3. *Failure to Comply.* Failure to give notice as required may result in delay or denial of your leave and may subject you to disciplinary action up to and including termination. In the case of foreseeable leaves, the Company may delay your leave for up to thirty (30) days from the date you notify it of

your need to take a leave of absence and may subject you to disciplinary action.

### **Medical Certification of Serious Health Condition**

If you are requesting a Family Medical Leave or an Employee Medical Leave, you must provide a Certification of Health Care Provider (a copy of which can be obtained through the human resource department) no later than fifteen (15) days following the Company's request for the certification, which generally will be when the Company learns of your need for leave. The medical certification forms are available from Human Resources. The Certification of Health Care Provider form must be completed by a qualified health care provider. If you have a question about who is qualified as a health care provider, please contact Human Resources.

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

FMLA leave will not be granted for a health condition unless it is for an illness, injury, impairment or physical or mental condition which involves the following:

- inpatient care or
- a period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that involves treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider or by a health care service under orders of or on referral by a health care provider or
- a period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that involves treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider or
- a chronic condition which requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider and continues over an extended period of time (including recurring episodes of a single underlying condition) and may cause episodic rather than a continuing period of incapacity (e.g. diabetes, epilepsy) or
- a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective ~ the employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider (e.g. Alzheimer's, a severe stroke) or
- a period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of or on referral by a health care provider, either for restorative surgery after an accident or other injury or for a condition which would likely result in a period of incapacity of more than three consecutive

- calendar days in the absence of medical intervention or treatment (e.g. chemotherapy, radiation, dialysis) or
- any period of incapacity due to pregnancy or for prenatal care.

Failure to return the certification within the requested time may result in a delay or denial of leave and may subject you to disciplinary action up to and including termination. Failure completely to provide medical certification shall result in the leave not being classified as leave under this policy and may subject you to disciplinary action up to and including termination for any unauthorized absences.

After you turn in the medical certification, the Company may still request you to see another health care provider (and possibly a third one, if the first two medical opinions are inconsistent) at its expense. The Company reserves the right to request periodic additional medical certification during the term of a leave of absence.

*Inability to Perform Job is Requirement for Employee Medical Leave.* You may qualify for an Employee Medical Leave only if the medical certification states that you are not able to perform the essential functions of your employment position.

*Medical Necessity for Family Medical Leave.* You may qualify for a Family Medical Leave only if the medical certification states that you are needed to care for your family member.

*Failure to Comply.* If you fail to follow these guidelines or if you falsify any information related to the medical certification, your leave may be delayed or denied and discipline, up to and including discharge, may result.

*Return to Work after Employee Medical Leave.* When you return from an Employee Medical Leave, you must provide the medical certification that you are able to resume working. At least two (2) weeks prior to returning to work, or at least two (2) business days before your return if your return to work is earlier than originally anticipated, you should contact Human Resources to submit your medical clearance to return to work and to determine when you should report for duty.

Failure to follow these procedures may result in delay when you are ready to come back to work and may subject you to disciplinary action for any unauthorized absence, up to and including discharge. You are responsible for contacting the Company if you cannot return to work upon the expiration of your leave, and to explain why you cannot return to work. Failure to contact the Company as required before your leave expires may be treated as your resignation. Your failure to return to work as required upon the expiration of your leave may be treated as a resignation. The Company may require you to submit to a fitness-for-duty exam at your cost upon your return from Employee Medical Leave.

*Restrictions on New Child Leave.* New Child Leave must be taken within twelve (12) months of the child's birth or placement. New Child Leave must be taken at one time

unless you have made special arrangements with the Company to take the leave in a different manner, which must be verified in writing and signed by Human Resources.

*Intermittent or Reduced Schedule Leave.* If and only if it is medically necessary, Family Medical Leave or Employee Medical Leave may be taken on an intermittent or reduced schedule basis. Intermittent or reduced schedule leave will be counted on an hour-by-hour basis to apply toward the twelve (12) work week maximum per twelve (12) months.

1. *Additional Requirements.* You must submit a Certification of Health Care Provider to support your need for an intermittent or reduced schedule leave. Furthermore, you must inform the Company of your anticipated treatment schedule and the reasons for your proposed schedule.
2. *Alternative Position or Solution.* The Company may require you to work in a different position or on a different schedule during the period of an intermittent or reduced schedule leave that will better accommodate the necessities of your schedule. The alternative position will have the same pay and benefits as the position you held prior to commencement of the leave.

*Requirement to Minimize Disruption for Planned Medical Treatments.* For all leaves involving planned medical treatments, including intermittent and reduced schedule leaves, you are obligated to work with the Company in planning treatments so that they will cause the least disruption to the Company.

*Restoration of Same or Equivalent Position.* When you return from an FMLA leave under this policy, you will be returned to the same or an equivalent employment position unless you have been notified prior to your return that you are a “key employee”. You will not lose any seniority or benefits because of your leave, although you will not accrue any additional vacation, sick or other benefits during the period of leave.

*Inability to Return to Work.* If you are unable to return to work due to a disability, as that term is defined by the Americans with Disabilities Act, the Company will reasonably accommodate you provided that doing so does not result in an undue hardship upon the Company or threaten the health and safety of you or others. If the Company is unable to reasonably accommodate you and you have exhausted all your leave entitlements under the Company’s leave policies, you may be terminated.

*Designation of FMLA Leave and District Notification.* The Company has the right to designate as FMLA leave all time missed by you for reasons that qualify for leave under this policy. Time off due to injury or illness that qualifies as a serious health condition and that is compensable under Workers’ Compensation will count against your FMLA leave entitlement.

The Company will notify you when it designates absences as FMLA leave, generally within two (2) work days of when the Company reasonably knows the absence is for

FMLA leave purposes. In appropriate cases, the Company will designate leave as FMLA leave even if you did not request FMLA leave.

If you fail to follow the guidelines in this policy or falsify any information related to the leave under this policy, your leave may be delayed or denied and discipline, up to and including discharge may result.

# *Benefits*

In addition to the cash compensation you receive, Metro Electric/Metro Lighting provides a less visible but equally important form of compensation through its benefit plans. These benefits are not directly reflected in your paycheck, but they have a significant dollar value and they contribute greatly to your security and well-being. The Company reserves the right at its sole discretion to change its benefits and/or modify your cost to receive them.

These benefits apply primarily to full-time, regular employees (those who work at least 32 hours a week). If you have a question as to whether a particular benefit applies to you, please contact the Human Resource Department. The cost, coverage and eligibility requirements will be explained in detail to new employees.

Metro's benefit package includes:

1. Major Medical Insurance
2. Dental Insurance
3. Life, Accidental Death and Dismemberment Insurance
4. Pre-Tax Insurance Premium Payment Plan
5. An Optional Tax-Free Medical Reimbursement Account
6. Workers' Compensation Insurance
7. 401K Employees Retirement Savings Plan

Employees will be provided a copy of the summary plan description for each plan that they elect coverage under.

## **Health Insurance**

Group health insurance is made available to all regular full-time employees. Coverage is effective on the 1<sup>st</sup> day of the month following his/her 30<sup>th</sup> day on the job. Metro pays the majority of the monthly premium, with the employee sharing the cost of coverage. The employee's share of the cost is paid by payroll deduction using pre-tax dollars. Coverage and employee contributions rates may change.

## **Dental Insurance**

Group dental insurance is made available to all regular full-time employees on the 1<sup>st</sup> day of the month following 30 days of employment. Metro pays the majority of the monthly premium, with the employee sharing the cost of coverage. The employee's share of the cost is paid by payroll deduction using pre-tax-dollars. Coverage and employee contributions rates may change.

## **Life Insurance, Accidental Death and Dismemberment Insurance**

Life and A D & D Insurance are provided by the Company to all full-time regular employees. It is effective the 1<sup>st</sup> day of the month after completion of 30 days on the job.

## **Pre-Tax Insurance Premium Payment Plan**

The insurance benefits the Company offers require that the employee pay a portion of the premium cost. The Company has established a plan that enables the employee to pay their share of the premium using pre-tax dollars. This results in a tax savings for the employee and provides the employee with more take-home pay than if the premium was paid with after-tax dollars.

## **Flexible Spending Account**

The Company offers a tax-free reimbursement account to help you meet health-care and dependant-care expenses not covered under the benefits plan.

## **401K Retirement Savings Plan**

Employees become eligible for 401K participation the first day of the month after 90 days of employment. Employees must be 18 or older to be eligible. The Company does match a percent of the employee's contribution to the plan. The amount of the match may change. Complete details will be provided with the employee "New Hire Packet".



# **Safety and Security**

## **Safety**

The observance of simple safety rules is the best way to prevent accidents. Often these are the rules of courtesy and good housekeeping. Please report any unsafe conditions which you observe.

## **Employee Injuries & Workers' Compensation**

Metro Electric/Metro Lighting carries workers' compensation insurance for work related injuries. If an employee is injured on the job or suffers any temporary disability due to a work related incident, he or she will receive benefits in accordance with workers' compensation laws.

In case of an injury, no matter how minor, the employee must immediately report to the supervisor who will determine if further treatment is needed. The supervisor will give the employee instructions if further treatment is needed. An Injury Form must be completed and sent to the Human Resources Department.

Employees are expected to comply with these instructions, including which physician or treatment facility to see. A drug and/or alcohol test may be issued at the treatment facility. If an employee chooses a physician other than or in addition to the one assigned by the Company, it will be at the employee's expense.

When the doctor issues a written release for the employee to return to work, the employee must return to work or the employee may be subject to disciplinary action.

If the injury requires the employee to lose days from work, he/she may receive paid time off until workers' compensation benefits become effective. (Except in injuries requiring extensive confinement, workers' compensation is effective after the third day of disability.) The Company will continue to pay the same proportion of the premium on the employee's group insurance as was applicable at date of injury (subject to any changes that affect all employees) for a maximum period of one year. In case of extended disability, the employee may be placed on unpaid medical leave of absence for a maximum of one year from date of injury.

## **Injuries/Incidents Involving Visitors**

All accidents or incidents which involve visitors and occur on Company property, no matter how minor in nature, must be reported to the benefits coordinator immediately. The employee should render immediate assistance and send another employee for help if that is required. The employee will assist in completing the incident report.

## **Substance Abuse**

Illegal drugs in the workplace are a danger to us all. They impair safety and health, promote crime, lower productivity and quality, and undermine public confidence in the work we do. We will not tolerate the illegal use of drugs. Under the federal Drug-Free Workplace Act we have developed the following policy:

Any location in which Company business is conducted, whether at this or any other site, is declared to be a drug- free workplace. This means: All employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace. The following is a partial list of controlled substances.

- Narcotics (heroin, morphine, etc.)
- Cannabis (marijuana, hashish)
- Stimulants (cocaine, amphetamines, etc.)
- Depressants (tranquilizers)
- Hallucinogens (PCP, LSD, “designer drugs,” etc.)

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense. In addition, when an employee is involved in the use, possession, transfer or sale of a substance in violation of this policy, the Company may notify appropriate authorities.

The Company reserves the right to do random drug testing.

Management has chosen to adopt an alcoholic beverage policy in keeping with the concern for and risks associated with alcohol use. Social activities, held off-premises, and paid for on a personal basis are not affected by this policy. If management considers it appropriate, light alcoholic beverages may be served at Company-sponsored events for purely social reasons. The service must be managed in good taste and with good judgment.

## **Fire Prevention**

Fire prevention is the responsibility of all personnel. If an employee discovers a fire hazard, or conditions that could develop into a fire hazard, it is his/her responsibility to report it to the supervisor immediately. Be especially alert for:

1. accumulation of trash and rubbish
2. strange odors or conditions
3. smoking in unauthorized areas
4. frayed or worn electrical cords
5. malfunctioning equipment and supplies
6. any unusual incidents

## 7. violation of fire safety rules

All employees are responsible for memorizing where fire extinguishers are located throughout the facility, and especially the areas in which they work.

### **Theft Protection**

To assure security of the building, the last person leaving must make sure all doors are locked and secure.

The Company does not accept responsibility for loss of or damage to employee's personal property or valuables left on Company premises. In the event of loss or damage to employee's personal property, report the loss to the department supervisor immediately.

If any employee is aware of any suspicious activity by other employees and/or customers they should immediately report it to a supervisor, department head or the president.

### **Violence in the Workplace Prevention and Weapons Policy**

The Company is committed to maintaining an environment that is safe and free from violence for all of its employees, suppliers and customers. All Company employees share in this responsibility and are expected to adhere to this policy and to maintain a climate of behavior that does not foster acts of violence, intimidation, assault, threats or aggression.

#### **Zero Tolerance**

The Company has a policy of zero tolerance for violence. If you engage in any violence in the workplace (defined below), you will be disciplined up to and including termination.

“Violence” includes physically harming another, shoving, pushing, harassing, intimidating, coercing, aggressive behavior, carrying, storing, displaying, possessing or brandishing weapons; and threatening, talking of or implication of engaging in those activities. It is the intent of this policy to ensure that everyone employed with this business, including employees and customers, never feels threatened by any employee's actions or conduct.

The threat of violent behavior or implication of violent behavior will not be tolerated.

## All Weapons Banned

### *Employees*

*Company Business.* The Company prohibits employees, including those with concealed carry permits, from carrying, storing, displaying or brandishing any weapon while on Company business, which includes any other business entity or property regardless of whether that business entity or property is posted as off limits to concealed firearms or other weapons.

*Personal Vehicles.* An employee who is legally permitted to have a weapon in the employee's personal vehicle, is permitted to have a weapon in the employee's personal vehicle while on any Company premises or on Company business, only if either: (1) the employee stores the weapon in a locked case, the employee's vehicle is locked and every reasonable effort is taken to keep the locked case out of sight; or (2) if the weapon is kept in a locked vehicle totally out of sight.

It is a violation of this policy if an employee removes, displays or brandishes any weapon that an employee has legally in the employee's personal vehicle or if the employee stores a weapon in a personal vehicle in any manner other than as described herein.

*Company Vehicles.* The Company prohibits the possession, use, storing, transporting, display or brandishing of any weapon by any Company employee or any other individual, including vendors, suppliers and customers while in any vehicle in which the Company has any form of property interest. Company employees are responsible for ensuring that any passengers in these vehicles comply with this prohibition and will be subject to disciplinary action under this policy for the actions of any passengers that violate this policy. Company vehicles are covered by this policy at all times regardless of whether they are on Company property.

*Company premises and Company Sponsored Events.* The Company prohibits the carrying, storing, displaying, or brandishing of any weapon by any Company employee, including those with a concealed carry permit, either while on any premises or at any Company sponsored event, including off-premise meetings, parties, picnics or other social events, regardless of whether the Company premises or other location is posted as off limits to concealed weapons.

### *Non-Employees*

*Company Premises.* All premises in which the Company has a property interest of any form are off limits to all weapons. All such premises will contain a posting to that effect. No person is permitted to carry a weapon in the posted areas, even if that individual otherwise has a concealed carry permit.

*Company Vehicles.* All individuals are prohibited from carrying a weapon in any vehicle, in which the Company has any form of property interest, even if such individual has a concealed carry permit.

### ***Definitions***

“Weapon” is defined as any firearm whether concealable or not, any item that is designed or adapted to expel a projectile by the action of an explosive, any explosive, incendiary, or poison gas bomb or similar device designed or adapted for the purpose of inflicting death, serious physical injury, or substantial property damage, any device designed or adapted for the delivering or shooting of such item, any instrument that consists of finger rings or guards made of a hard substance that is designed or adapted for the purpose of inflicting serious physical injury or death by striking a person with a fist enclosed in the knuckles, any bow, crossbow, pellet gun, slingshot, taser or other weapon that is not a firearm, which is capable of expelling a projectile that could inflict serious physical injury or death or any dagger, dirk, stiletto, or bladed hand instrument that is readily capable of inflicting serious physical injury or death by cutting or stabbing a person, or a weapon or explosive restricted by federal, state or local law.

“Weapon” does not include common pocket knives with blades less than 3-1/2 inches long.

“Premises” is defined as the property of the Company, including but not limited to: all buildings or structures in which the Company has a property interest or presence, including but not limited to, stores, offices, manufacturing facilities, and/or storage or warehouse facilities; the areas surrounding such buildings or structures, including, but not limited to driveways, streets, sidewalks, and walkways; and all parking areas adjacent to or connected to such buildings or structures, and used by employees and visitors of the Company to park vehicles.

“Company Business” is defined as an employee’s attendance at any location or event where attendance is mandatory as part of the employee’s employment, where an employee is representing the Company or present on behalf of the Company, or in any other manner pertaining or relating to an employee’s employment with the Company, including but not limited to, a business meeting, seminar, demonstration or trade show.

### ***Reporting Violence***

It is everyone’s business to prevent violence in the workplace. You can help by reporting what you see and hear in the workplace that could indicate a co-worker is in trouble. You may be in a better position than management to know what is happening with a fellow worker.

You are expected to report any incident that may involve a violation of any of the Company’s policies, including this policy, that are designed to provide a comfortable

workplace environment. Any such reports should be made immediately to your supervisor or any other member of management.

All reports will be investigated and information will, to the extent possible, be kept confidential.

### *Violations*

Compliance with this policy is expressly made a term or condition of employment and/or continuing employment with the Company. Any employee who violates this policy will be subject to appropriate disciplinary action, up to and including, immediate termination without warning.

Any employee who violates this policy will further be asked to leave the Company premises, and will be escorted from the premises.

If any individual refuses to leave the Company premises, the Company will notify the proper authorities and seek their assistance in removing that individual.

### *Right to Inspect*

In an effort to enforce this policy the Company reserves its right to search any Company property at any time without prior notice. "Company property" includes, but is not limited to, any vehicle, office, desk, workstation, lockers, file cabinets, computer, electronic e-mail and voicemail systems or other storage devices provided by the Company for its employees' use. All such Company property may be examined by the Company regardless of whether or not it is marked "personal", "confidential", or the like. Employees shall have no expectation of privacy concerning Company property.

The Company also reserves the right to inspect any persons, or packages, bags, backpacks, lunch containers, briefcases, toolboxes, purses or other belongings entering, on, or leaving Company premises, including employee vehicles on Company parking lots. A refusal to cooperate with such search may subject an employee to disciplinary action including, but not limited to, termination of employment.

# *Policies and Practices*

## Dress Code

### General

Because of your daily contact with our customers and the public, first impressions are important. General guidelines for appropriate dress are designated by each department head. We expect you to present a clean and professional appearance when you represent us, whether in or outside of the office. Attire must always be neat, clean and safe for the job performed. Appropriate dress includes but is not limited to:

- Clean shirt
- No holes in jeans
- Professional appearing, well groomed hair
- Shoes laced and tied at all times
- No obscene shirts

It is just as essential that you act in a professional manner and extend the highest courtesy to co-workers, visitors, customers, vendors, and clients. A cheerful and positive attitude is essential to our mission of extraordinary customer service and impeccable quality.

Safety clothing and equipment such as back support belts are required as necessary for safe performance of certain jobs. Failure to dress appropriately or safely will result in the employee being sent home without pay.

### *Lighting Centers and Outside Sales Personnel Dress Code*

#### Grooming Guidelines for Men and Women

- HAIR:** Should be clean and neat, and must be dry when you arrive to work.
- SHOES:** Should be polished and heels unworn. No flip-flops, no clogs, no casual sandals, no tennis shoes
- HANDS:** Clean and groomed fingernails
- FIT:** Clothes should be clean and ironed. Clothes should fit properly, no skin tight or too baggy clothing.
- SMELL:** Perfume or cologne should be used sparingly or not at all. No odors on clothes. **DO NOT SMELL LIKE SMOKE**
- CLOTHING:** In general for both men and women there should not be any picnic or beach wear. No outdoor coats or jackets should be worn while working in the showroom. Dress jackets, blazers, sweaters, etc. are suitable.

### Women's Business Casual

- PANTS:** Women may wear casual dress pants and dress capris. The pants should fit properly, fabric crisp, creased and tailored. Dress capris are suitable, preferably worn with a dress shoe, and cannot have cargo pockets, ties at the bottom, or drawstrings. No shorts or skorts are allowed.
- SKIRTS:** Skirts should be an appropriate length, no more than 3" above the knee. Pantyhose/tights should be worn with skirts when appropriate. The slit should not be higher than a normal kick pleat of about 3". While seated your thighs should be covered.
- TOPS:** Tailored shirts, blouses, and tailored knit sweater sets are appropriate. The fit should not be tight. The fabric should not be too bright or distracting to customers. All women must wear the appropriate undergarments and showing cleavage is not appropriate. No tank tops with spaghetti straps or camisoles allowed unless worn with a jacket or sweater. No off the shoulder tops, no "cut-out" tops, no halters, or backless tops. Conservative tank tops can be worn as long as bra is covered and minimal skin shows. Sheer fabric is not allowed. The shirt/sweater should be long enough to cover at least 2" of your waistband. Your skin should not show when you raise your arms, or bend over.
- SHOES:** Dress shoes are the most appropriate. No heels larger than 3". No flip-flops, tennis shoes, clogs, casual sandals. Dress sandals are okay with proper foot grooming.

### Men's Business Casual

- PANTS:** Dress pants and dress Dockers are appropriate. Pants must be tailored and ironed. Always keep shirt tucked in and wear with a belt. No shorts are allowed.
- SHIRTS:** Long sleeve shirts are considered dressier than short-sleeved and are appropriate even in the summer. Polo shirts must be tucked in and can be worn in more casual situations. Always choose conservative fabric that will not be distracting to customers.
- SOCKS:** Always make sure you wear socks appropriate to your pant color, and make sure skin does not show when you sit down.
- SHOES:** Dress shoes are appropriate. No tennis shoes, sandals, flip-flops, or hiking boots allowed.
- FACIAL HAIR:** Facial hair, if worn, should be well-groomed.

### Drivers & Warehousemen Dress Code

- PANTS:** Any type of pants or shorts (no cut offs) are acceptable. Pants should be clean and free of graffiti and holes. Pants should be worn at the hips with no undergarments showing.



- SHIRTS:** Only Metro shirts or Metro's vendor's shirts may be worn. No customer or competitor shirts are allowed. All shirts must have sleeves with no exceptions.
- SOCKS:** Socks must be worn.
- SHOES:** Tennis shoes, closed toed shoes or boots may be worn. No sandals or flip flops allowed. Shoes with laces must be tied.
- HATS:** Hats are not required but if worn they must be worn facing forward (not to the side or backwards) and they must be Metro hats or Metro's vendor's hats. No customer or competitor hats are allowed. Bandanas, skull caps, etc. are not acceptable.

Every effort must be made to see that clothes are clean and presentable; as an employee you are representing the Company.

## Hygiene

Proper personal hygiene must be practiced by all employees at all times. Failure to meet Company standards will result in the employee being counseled and sent home without pay.

## Attendance

Each employee is expected to maintain high standards of job performance and professional conduct to ensure the quality our customers expect and to protect the rights of coworkers. Regular attendance and punctuality are essential to provide high quality and to avoid extra work for fellow employees.

If, however, an employee knows he/she must be absent or tardy, he/she is responsible for notifying the supervisor as far in advance as possible, and at least two hours in advance, so that arrangements can be made to cover the absence. **Notification to anyone but the employee's supervisor or the department head will not constitute proper notification. This is the responsibility of the employee.** Do not leave a message with the receptionist or on the answering service.

The supervisor must be notified each day of absence, except in cases of hospitalization, when it is known in advance that the employee will be absent for a certain period of time, or when on leave of absence. Failure to do so will result in disciplinary action and/or termination. Any employee who is absent for more than one work day without notifying his/her supervisor in advance of the start of the shift will be considered to have voluntarily abandoned his/her job. It is the employee's responsibility to contact their supervisor. If a supervisor is not contacted by an absent employee the supervisor will make an effort to contact the employee.

If it becomes necessary for an employee to leave the job prior to the end of the scheduled shift, permission must be obtained from the immediate supervisor. Failure to do so may be considered job abandonment.

Excessive absenteeism (more than three periods of absence or unscheduled time off in any six month period) will result in disciplinary action up to and/or including termination. Unsubscribed absenteeism or absence will also have a negative effect on the employee's performance appraisal and pay increases.

The Company reserves the right to request documentation for all absences, including statements from the employee's physician and verification of physician visits.

Absence because of bad weather is not paid time. If the Company must close because of inclement weather or as a result of storm damage or other act of nature or utility failure, the time off is not paid time.

## **Tardiness**

Tardiness is failure to report to the work station at the designated time. Tardiness is defined as reporting to work one minute or more late, or leaving work one minute or more early. Tardiness is grounds for disciplinary action, including termination.

## **Telephones**

Whenever an employee answers a phone, we expect the caller to be treated with courtesy. When answering the phone, give the name of the Company or, if appropriate the name of the department, and then your name. Write any messages and pertinent information down immediately and give them to the appropriate person.

## **Personal Calls**

The use of Company phones is limited to official Company business. Incoming personal calls should be kept short and limited to necessary calls only. Employees are encouraged to request friends, relatives, etc., not to call while on duty. Personal long distance calls are not permitted. All personal calls should be placed during your lunch hour.

## **Gifts**

Acceptance of gifts is strongly discouraged and in any case limited to a value of \$25, and then can only be accepted if approved by management.

Employees who are in a position to be influenced by customers or suppliers are required to sign a conflict of interest statement and to comply with it. Bribes are absolutely prohibited and will result in immediate termination.

## **Mail Delivery**

Incoming mail is delivered to the receptionist where it is sorted and distributed to the various departments. Outgoing mail is sent out daily Monday through Friday. Employees should not use the Company postage machine for personal use at any time. Employees should not have personal mail delivered to the Company.

## **Company Communications Systems**

### **Company Property**

The Company communications systems, including Company telephones, voice mail, cell phones, fax machines, computers, e-mail and Internet access, are the exclusive property of the Company, as are all communications and information transmitted, received, or stored through or in those systems. All computer disks, computer software programs, computer records, and computer files and documents provided to you or created by you during your employment with the Company are the exclusive property of the Company. Your use of the Company communications systems is not private, notwithstanding that you may have a mailbox and a personal password, identifying code, or personal identification number. The Company communications systems are to be used only by authorized individuals.

### **Appropriate and Inappropriate Communications**

Personal use of the Company computers should be limited as the computers and access to the Internet should be used for business purposes. All communications over the Company communications system must be consistent with conventional standards of ethical and proper conduct, behavior and manners and are not to be used to communicate, create, forward or display any offensive, disruptive or illegal messages, including photographs, graphics and audio materials. The following are examples of unacceptable communications on the Company communications systems:

- Reference to or discussion of any sexual acts, sexual relationships, dates, dating or any personal relationships;
- Transmitting, possessing, downloading or viewing obscene, profane, abusive, sexually explicit, threatening or harassing language or graphic materials;
- Statements, slurs, or graphic representations that may be construed as discriminatory or offensive to race, creed, color, religion, national origin, sex, age disability, or legally protected criteria;
- Communications that are defamatory or that violate the personal privacy of, or are disrespectful of, any individual;
- Communications in furtherance of any illegal activity, including but not limited to sports pools and other forms of illegal gambling;
- Communications for personal gain, outside business ventures, or political or religious purposes;

- Unauthorized surfing on the Internet at work;
- Unauthorized or excessive personal use of E-mail at work; and,
- Transmitting any communication that hides or misrepresents the identity of the sender.

The Company's policy against discrimination, harassment and retaliation apply to the use of the Company communications systems.

### **Messages**

You are responsible for the content of all text, audio, or images that you place or transmit via the Company communications systems. Any messages that you place or transmit in the Company's E-mail and voice mail systems must contain your name.

All messages placed in the Company's E-mail and voice mail systems are confidential information that constitute and remain the sole property of the Company (even when an employee leaves the Company) and shall not be disclosed to any other person than on a Company business-related need-to-know basis only.

### **Use of E-mail**

E-mail is a method of sending text messages that need to reach their destinations quickly, and sending in-house communications. Always exercise caution to ensure that the E-mail address you use is absolutely correct for the intended recipient. Always exercise good judgment and common sense when creating and distributing messages on E-mail for internal and external files.

As an E-mail user, keep in mind that "deleting" or otherwise removing an E-mail message from an E-mail file does not mean that it has been erased from the Company's data processing system. The Company may retain backup copies of all documents, including E-mail correspondence.

The Company may limit the amount of storage space used for E-mail and purge E-mail messages more than thirty days old.

If you receive an E-mail from someone you don't know, delete it. There is always the risk that the E-mail may contain a virus that could disrupt the Company's E-mail system.

### **Protection of Confidential and Copyrighted Information**

You should not consider electronic communications to be private. Confidential information should be transmitted in other ways.

All software must have proper vendor authorization for use. All license conditions must be met. Copyrighted materials not belonging to the Company are not to be transmitted

via the Company communications systems, copied, modified, or forwarded, without permission of the copyright holder.

### **Security**

If your position in the Company requires you to have voice mail, e-mail, access to computers, etc., you will be provided with a password, identifying code, or personal identification number by the IT Department. Do not disclose your password, identifying code or personal identification number to anyone. Do not use unauthorized codes, passwords, or other means to gain access to any component of the Company communications systems.

To prevent computer viruses from being transmitted through the Company's Internet and E-mail systems, do not download any software without authorization. All downloaded software and software loaded from a disk must be authorized by the IT Department. Applications installed on the Company's computers must be installed by the IT Department and must be business related.

Do not leave computer disks and tapes lying around on your desk or elsewhere. Backup disks are to be given to the IT Department.

### **Criminal Conduct Prohibited**

Under Missouri law, it is a crime to do any of the following. Accordingly, please do not engage in any of the following conduct:

- Modifying or destroying data or programs or supporting documentation residing or existing internal or external to a computer, computer system, or computer network, without authorization.
- Disclosing or taking data, programs or supporting documentation, residing or existing internal or external to a computer, computer system, or computer network, without authorization.
- Disclosing or taking a password, identifying code, personal identification number, or other confidential information about a computer system or network that is intended to or does control access to the computer system or network, without authorization.
- Accessing a computer, a computer system, or a computer network, and intentionally examining information about another person, without authorization.
- Receiving, retaining, using, or disclosing any data you know or believe was obtained as a result of any of the above-described conduct, without authorization.
- Modifying, destroying, damaging, or taking equipment or data storage devices used or intended to be used in a computer, computer system, or computer network, without authorization.

- Modifying, destroying, damaging, or taking any computer, computer system, or computer network, without authorization.
- Accessing or causing to be accessed any computer, computer system or computer network, without authorization.

### **Monitoring**

All communications transmitted via the Company communications systems, or placed into their storage, including password and security-code protected messages, are subject to access, review, and audit by Company management. The Company may also review and record computer log-on times, user identification, and files accessed. The Company may monitor telephone calls, and E-mail and Internet communications, as well as usage patterns.

The Company reserves the right to disclose all communications sent or received over its communications systems for any purpose including, but not limited to personal E-mails, Internet access, and voice mail passwords, identifying codes, and personal identification numbers.

### **Consent**

By using the Company's communications systems, you consent to and agree to follow this policy, and you consent to the Company's right to access, review, audit and disclose anything transmitted from, received into, or stored in those systems, including, but not limited to, telephone, voice mail and E-mail communications, and Internet access. Violation of this policy may result in disciplinary action, including termination of employment, civil liability, and criminal prosecution.

### **Counseling and Discipline**

When an employee's work or behavior is unsatisfactory or where Company rules have been violated, the employee is subject to counseling and is expected to make a sincere effort to comply with Company rules. Verbal or written warnings are issued by supervisors so that those who receive them may be made aware of an existing problem and have the opportunity to correct it. The type of offense, damage to the Company, and circumstances, however, will determine the severity of disciplinary action, which ranges from warnings to immediate probation or termination of employment. All counseling's are considered to be serious and are retained in the personnel files. In certain cases, an employee may be placed on indefinite suspension pending review of all the facts. Any discipline administered by a supervisor will be commensurate with the offense(s) committed. If during the counseling procedure, the employee feels he/she is being treated unfairly, he/she has the right to apply the Company's grievance procedure. The Company expressly reserves the right to discharge "at will." Even if corrective counseling is implemented, it may be terminated at the discretion of management. Management, at its sole discretion, may warn, reassign, suspend, or discharge any employee "at will," whichever it chooses and at any time.

## Anti-Harassment Policy

The Company wants to provide all employees with an environment that encourages teamwork, productive activity and mutual respect. To accomplish this, the Company will not tolerate harassment described in this policy by any person and will deal severely with anyone who engages in harassment. Therefore, it shall be the Company's policy to prohibit harassment of employees on account of their race, color, sex, age, national origin, religion, disability or any other status protected by applicable federal, state or local law. The following procedures and provisions shall apply to this policy:

Harassment in violation of this policy can take the form of jokes, ridicule and slurs. No one has the right to harass someone because of his or her race, color, sex, age, national origin, religion, disability or other protected status. This kind of conduct has a negative effect on the work place and is not acceptable. In many cases, the person who is offended can stop the conduct by telling the other person that he/she is offended and expects the other person to stop. The Company encourages this kind of forthright communication.

Sexual harassment can be difficult to define, and certain conduct is more offensive to some people than others. However, the basic guideline, which the Company will follow, is that physical touching not required by the job is not appropriate. Likewise, discussions, jokes or remarks involving sex, sexual matters, propositions or physical makeup are prohibited. No employee or supervisor may engage in this type of conduct. Although not all the kinds of prohibited conduct could be listed, the following list sets out examples of types of prohibited conduct:

- Unnecessary touching
- Brushing against someone
- Comments or slurs of a sexual nature
- Cartoons or pictures that deal with a sexual subject
- Pressuring someone to go on a date
- Dirty or offensive jokes of a sexual nature

Anyone who has information regarding any harassment described above should notify their supervisor or Human Resources. This includes harassment by another employee, supervisor or non-employee.

The Company will undertake an investigation of the conduct, keeping information as confidential as possible. All persons contacted must cooperate fully.

Any person who is found to be responsible for harassment will be subject to appropriate discipline, the severity of which will be decided by the president of the Company and based on the circumstances of the case. Discipline could be, as example, in the form of a warning, suspension, demotion or termination. If the harasser is a non-employee, the Company will take whatever steps are necessary to protect the employee.

No one who participates in or makes a complaint under this policy shall suffer any retaliation. Anyone who engages in any form of harassment or retaliation against an individual who has made a complaint under this policy or cooperated in an investigation under this policy will be subject to disciplinary action, including up to termination. Obviously, everyone is expected to be truthful and to use his/her best judgment.

An individual may be subject to discipline if the Company determines that the individual did not make a good faith complaint under this policy.

## **Code of Conduct**

The Company believes that all employees should treat each other and our customers with consideration and respect. We want this to be a good place to work. Listed below are the following kinds of conduct that are not acceptable to the Company. This list is not all-inclusive, but is intended to set guidelines as to the type of conduct we will not tolerate. We reserve the right to change, add to or amend this list at any time. The decision as to whether an employee's conduct violates these guidelines rests with the Company and the degree of discipline will be according to the Company's judgment, subject to the Grievance Procedure of any Union Agreement.

- I. Violation of the following rules shall result in progressive discipline of an oral warning, a written warning, a five-day suspension and discharge for each successive offense in this category; each step of progressive discipline is to occur within eighteen (18) months of prior step or shall revert to the prior step:
  1. Disregard of safety rules. Smoking is prohibited in all areas designated by employer and where volatile substances, such as gasoline, paint, transmission fluid or thinner are exposed. The employer and all employees shall comply with the rules and regulations required under OSHA and shall be liable for their individual non-compliance.
  2. Contributing to unsanitary conditions or poor housekeeping. All employees shall make every effort to police work areas and keep clean and presentable at all times.
  3. Failure to maintain general appearance and dress in a proper, work-like manner.
  4. All employees must report to work and be ready to go to work at the time specified by the management.
  5. Unauthorized distribution of literature in the work area or posting on Company property.



6. Incoming and outgoing personal telephone calls are prohibited during work hours, except in case of emergency or with employer's permission.
7. Having non-employees on Company property who in management's opinion are offensive to visitors or other employees.
8. Posting or removal of signs or other material on Company property, without Company authorization.
9. In order to promote equal services employees shall discourage and refuse gratuities offered by customers, vendors and/or sales representatives.

II. Violation of the following rules shall result in progressive discipline of a written warning, a five-day suspension and discharge for each successive offense in this category; each step of progressive discipline is to occur within eighteen (18) months of the prior step or shall revert to the prior step:

1. Inattention to duties, performing substandard work both in quality and quantity, carelessness, defective or improper work or loafing on the job.
2. Being away from your regular workplace or leaving your area or facility during working hours without authorization from your supervisor.
3. Improper conduct, such as horseplay, running, scuffling, throwing objects or creating a nuisance or disturbance on Company property or during work hours.
4. Misuse of Company time such as loitering, visiting or talking to employees who are still working.
5. Punching time clock more than five (5) minutes before your starting time or more than five (5) minutes after quitting time.
6. Intentionally punching the time card of another employee or altering an employee time card in any way regardless of whether it is the employee's own time card or that of another employee.
7. Stopping work before clocking out for lunch or before quitting time.
8. Gambling, conducting lottery or other games of chance on Company time or property without Company permission.
9. Using abusive, profane, discourteous, disrespectful, false or malicious language at work or concerning any employee, customer or supervisor or the Company.

10. Committing an immoral or indecent act while on Company property regardless of whether the act was committed during the employee's work day.
11. Failure to notify your immediate supervisor or designated person of the cause and extent of your absence prior to your shift. Each day is a separate infraction.
12. Excessive absences or tardiness.
13. Failure to report personal injuries, accidents, or emergencies immediately to your supervisor.

III. Violations of the following rules shall result in summary discharge:

1. Gross insubordination or failure to carry out any order given by a supervisor, including failure or refusal to work on assigned job, walking off the job or refusal to perform work, unless such would require the commission of an illegal act or endangers life or limb.
2. Dishonesty of any kind, including but not limited to, such conduct as falsification of personnel, payroll or other records or reports; punching another employee's time card; misappropriation of property of the Company, its customers, suppliers or fellow employees or destruction or abuse thereof.
3. Removal of Company property from Company buildings, premises or vehicles without Company authorization.
4. Commission or conviction of any unlawful act on Company premises or commission of any unlawful act off Company premises which affects the employee's relationship to his job, customers or fellow employees.
5. Fighting or inciting a fight or threatening, striking or manhandling another employee or member of management, intimidating or coercing others on Company premises or work time.
6. Possession of firearms, explosives or any weapon on Company property or work time.
7. Restriction or disruption of or interference with work or the employer's operations, including promoting, encouraging, agitating, engaging in or supporting suspension of work, slowdowns, or any other disruptions of production.

8. Inciting riot or aversive action against the Company or advocating trouble between the Company and other employees.
9. Sabotage or subversive activity of any kind.
10. Sleeping during working time.
11. Altering, defacing, or removing governmental or Company notices and posted bulletins.
12. Gaining unauthorized access to Company records and files whether they are locked or otherwise.
13. Handling or operating machines, tools or equipment which do not come within the employee's authority. Careless or negligent use or operation of Company tools or equipment at any time.
14. Use, possession, being under the influence of or having a hangover from use of an alcoholic beverage during the work day or on Company property.
15. Giving false fire alarms, or causing fire alarms to be given, or tampering with protection equipment.
16. Use or possession or being under the influence of any drugs during the work day or on Company property, except those prescribed by a physician.
17. Damaging or defacing property, tools or equipment of the Company, its suppliers, customers or fellow employees.
18. Failure to comply with the rules and regulations required under the Occupational Safety and Health Act as implemented by the Company, provided they have been given notice of such rules. In addition to discipline, any employee shall be liable for any penalty assessed for their individual non-compliance.
19. Engaging in sexual, racial or other harassment because of a status protected by law of any employee, customer or vendor of the Company.
20. Loss of driver's license by any employee who drives Company-owned vehicles or refusal of the Company's insurance Company to provide coverage for an employee who drives Company-owned vehicles as a part of his/her job. No employee shall fail to disclose the loss of any required license in writing to the Company the employee's first work day after the employee receives notice of such loss of license.

## **Termination**

Inasmuch as an employee can terminate his/her employment with the Company at any time for any reason, the Company can terminate an employee at any time and for any reason. The Company subscribes to the policy of "employment at will." Continued employment with the Company is at the sole and exclusive option of Company management. Permanent employment or employment for a specific term cannot be guaranteed or promised. No promises or guarantees of permanent or specific term of employment will be made to an employee of the facility by anyone, nor will such promises or guarantees, if made, ever be adhered to by the Company or enforced by the employee.

Health and dental generally terminate on the last day of the month that your employment is terminated. Life insurance terminates on the last day of your employment.

## **Resignation**

An employee desiring to terminate employment is expected to give as much notice as possible. Two week or 14 calendar days' written notice (or 30 days for anyone in a supervisory position) is considered sufficient notice to find a replacement, and is required in order to receive payment for any unused vacation. Failure to fulfill this requirement will result in forfeiture of any unused vacation. The notice should be in writing and should include the date of termination and the reason for leaving.

## **Retirement**

The Company has a mandatory retirement at the age of 65 unless previously discussed with and approved by the president of the Company.

## **Layoff**

When a reduction in force is necessary, or one or more positions are eliminated, the Company will, in its sole discretion, identify the employees to be laid off. In the case of a layoff, the employee will receive payment for any unused vacation, if requested. Vacation time does not accumulate during the time the employee is laid off.

## **Return of Company Property**

At the time of termination, resignation or layoff you will be required to return to the Company any Company-owned property or issued property, including but not limited to: office keys; pagers; cell phones; or computer equipment.

## **Continuation of Health Insurance Coverage**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependant child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays full cost of coverage at the Company's group rates plus an administration fee. The Company provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Company's health insurance plan. The notice contains important information about the employee's rights and obligations. Employees and beneficiaries also receive a second notice of their rights under COBRA when a "qualifying event" under COBRA occurs.

## **Complaint Procedure**

The Company makes a consistent effort to see that all employees are treated with consideration and fairness.

The Human Resources Department will discuss a problem with any employee at any time and make every effort to expedite resolution. However, problems normally should be handled through the following steps:

1. The immediate supervisor should discuss the problem with the employee. Usually this will settle most problems.
2. If the employee feels that the issue has not been properly resolved or clarified, or if the employee feels that it is inappropriate to discuss the issue with his/her supervisor, then the issue should be taken to the department head (your supervisor's manager). The department head should review the problem and attempt to resolve the issue hopefully to everyone's satisfaction.
3. If for any reason the employee feels that he/she did not get a satisfactory resolution from the department head, the issue may be brought to the President and/or the Human Resources Director.

**Employee Handbook  
Acknowledgment of Receipt**

By my signature, I acknowledge that I have received a copy of the Employee Handbook which contains and outlines my benefits and responsibilities as an employee of this Company. I understand that this handbook serves as a guide to employment and does not constitute a contract of any kind. I agree to read it carefully and to observe the stated policies as part of my employment with the Company.

I further agree that any monies owed by me to the Company may be deducted from my wages. Documentation of deductions will be retained in my personnel file.

I further acknowledge that anything in this handbook to the contrary notwithstanding, the employer reserves the right to terminate the service of any employee at any time and for any reason satisfactory to the employer, except to the extent that a union collective bargaining agreement provides otherwise.

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