



**DELTA ELECTRICAL & CONTROLS INC
EMPLOYEE HANDBOOK**

Effective 2024

TABLE OF CONTENTS

Welcome

- Mission Statement
- About us
- Handbook Purpose

Employment

- Employment at will
- Equal Opportunity
- Commitment to Diversity
- Sexual & other Unlawful Harassment
- Complaint Procedure

Conflicts of Interest and Confidentiality

- Conflicts of Interest
- Confidential Information
- Outside Employment (moonlighting)
- Non Compete Agreement
- Soliciting

Employment Relationship

- Introductory Period
- Employee Records
- Personnel Records
- Job Transfers
- Employment Classification
- Work Week and Hours of Work
- Breaks and Meals

Compensation

- Time Records
- Quickbooks Time Tracking
- Overtime
- Pay Adjustments, Promotions and Demotions Pay
- Expense Reimbursements
- Work Assignments
- Credit Cards

Workplace Safety

- Drug-Free and Alcohol-Free Workplace
- Smoke-Free Workplace
- Workplace Violence Prevention
- Commitment to Safety

Workplace Guidelines

- Attendance
- Tardiness/Early departures
- Absence
- Job abandonment
- Job Performance
- Work assignments
- Uniforms and dress code
- Disciplinary Procedure
- Separation from employment
- Cell phones
- Personal property

Benefits and Leave

- Holidays
- Vacation
- Military Leave
- Maternity leave
- Jury Duty/Court Appearance
- Time Off for Voting
- Medical, Dental, and Vision Insurance
- Life Insurance
- 401(k) Plan
- PTO
- Workers' Compensation

Welcome

Welcome to Delta Electrical & Controls inc.! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further goals.

At Delta Electrical & Controls inc. We believe that each employee contributes directly to the growth and success of the company, and we hope you will take pride in being a member of our team. We believe that professional relationships are easier when all employees are aware of the culture and values of the company. This guide will help you better understand our vision for the future of our business. The Company would like you to feel that your employment with us will be mutually beneficial and enjoyable.

About us

We have been servicing the DFW and North Texas area for over 20 years. We are electrical subcontractors that focus on providing BAS/HVAC control installations to Commercial and Industrial properties.

At Delta Electrical & Controls, Inc, our mission is to provide high-quality, low voltage electrical control solutions to commercial clients in Texas. Our goal is to exceed customer expectations by providing extensive experience, flexible service, and competitive pricing in all of our work. We are committed to growing our business and expanding our reach, while maintaining the integrity and reliability that have made us a trusted name in the industry. Our team

strives to deliver safety, efficiency, and innovation in every project we undertake, and we are dedicated to the satisfaction and success of our clients.

Handbook Purpose

This employee handbook is presented as a matter of information and has been prepared to inform employees about the Company's philosophy, employment practices, policies, and the benefits provided to our valued employees, as well as the conduct expected from them. While this handbook is not intended to be a book of rules and regulations or a contract, it does include some important guidelines which employees should know. Except for the at-will employment provisions, the handbook can be amended at any time.

This employee handbook will not answer every question employees may have, nor would the Company want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this guide will help employees feel comfortable with us. The Company depends on its employees; their success is our success. Please don't hesitate to ask questions. Every manager will gladly answer them. We believe employees will enjoy their work and their fellow employees here. We also believe that employees will find the Company a good place to work.

No one other than authorized management may alter or modify any of the policies in this employee handbook. We ask that employees read this guide carefully, become familiar with the Company and our policies, and refer to it whenever questions arise.

EMPLOYMENT

Employment at Will

Employment at Delta Electrical & Controls inc. is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the President of the company.

This means that either the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no company representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. DE&C employees have the right to engage in or refrain from such activities.

Equal Opportunity

DE&C Inc. provides equal employment opportunities to all employees and applicants for employment without regard to race, creed, color, religion, sex, national origin, ancestry, age, or other physical or mental disability. No employee of the company will discriminate against any applicant or fellow employee because of the person's veteran status. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

DE&C Inc. expressly prohibits any form of unlawful employee harassment or discrimination based on many of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the office Manager. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the Office Manager.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- (1) shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- (2) express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; or
- (3) denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Commitment to Diversity

DE&C is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at DE&C. and is an important principle of sound business management.

Harassment and Complaint Procedure

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited

It is DE&C policy to provide a work environment free of sexual and other harassment. To that end, harassment of DE&C employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. DE&C will take all steps necessary to prevent and eliminate unlawful harassment.

Complaint Procedure

Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may complain directly to your immediate supervisor or the HR director, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above. No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality. If the investigation confirms conduct contrary to this policy has occurred, DE&C will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

CONFLICTS OF INTEREST & CONFIDENTIALITY

Conflicts of Interest

DE&C expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests. Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. DE&C recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the company.

Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and success of DE&C. Confidential information is any and all information disclosed to or known by you because of employment with the company that is not generally known to people outside the company about its business.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

Outside Employment (Moonlighting)

DE&C recognizes that some employees may need or want to hold additional jobs outside their employment with the company. Employees of DE&C are permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns.

DE&C applies this policy consistently and without discrimination to all employees, and in compliance with all applicable employment and labor laws and regulations. The following rules for outside employment apply to all employees notifying their supervisors or managers of their intent to engage in outside employment:

- Work-related activities and conduct away from DE&C must not compete with, conflict with or compromise the company's interests or adversely affect job performance and the ability to fulfill all responsibilities to DE&C. Employees are prohibited from performing any services for customers of DE&C that are normally performed by DE&C. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any company confidential information. In addition, employees may not solicit or conduct any outside business during work time for DE&C.

- DE&C employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems at DE&C, the employee will be asked to discontinue the outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).
- Employees may not use DE&C paid sick leave to perform work for another employer.
- If an employee's outside employment presents a conflict of interest with DE&C, as defined in the Conflict of Interest Policy, or if such outside employment has any potential for negative impact on DE&C, the employee will be asked to terminate the outside employment.
- Fraudulent use of company sick leave or an employee's refusal to comply with DE&C's reasonable request to terminate outside employment may result in immediate termination of employment with DE&C.

Non Compete Covenant

At no time during the term of your employment with the Company will you engage in any business activity which is competitive with the Company nor work for any company which competes with the Company. You will not, for yourself or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company within 50 miles of the facility in which you were employed.

Non-solicitation

During the term of your employment, You agree not to solicit any employee or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company. This company policy outlines our restrictions for distributing materials and soliciting funds, donations and signatures in activities or groups. This policy applies to all employees as well as external visitors, partners, and customers that may be on company premises during working hours.

This policy does not refer to any kind of work-related matters. Employees can discuss and request assistance or participation in work-related projects.

EMPLOYMENT RELATIONSHIP

Introductory Period

The employee's first 90 days of employment with the Company are considered an introductory period. This introductory period will be a time for getting to know fellow employees, managers and the tasks involved in the position, as well as becoming familiar with the Company's products and services. The supervisor or manager will work closely with each employee to help them understand the needs and processes of their job.

During this introductory period, the Company will evaluate employees' suitability for employment and employees can evaluate the Company as well. At any time during these first 90 days, employees may resign. If, during this period, employee work habits, attitude, attendance, performance or other relevant factors do not measure up to our standards, the Company may terminate employment.

At the end of the introductory period, the supervisor or manager will discuss each employee's job performance with them. During the course of the discussion, employees are encouraged to give their comments and ideas as well.

Completion of the introductory period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause. Completion of the introductory period also does not imply that employees now have a contract of employment with the Company, other than at-will. Successful completion of the introductory period does not alter the at-will employment relationship.

A former employee who has been rehired after a separation from the Company of more than one year is considered an introductory employee during their first 90 days following rehire.

Employee Records

It is the DE&C goal to respect the individual privacy of its employees and at the same time maintain a safe and secure workplace. When issues of safety and security arise, you may be requested to cooperate with an investigation. Failure to cooperate with an investigation is grounds for termination. Providing false information during any investigation may lead to discipline, including termination.

Personnel Records

The Company maintains various employment files while an individual remains an employee of the Company. Such files may include employee personnel files, attendance files, I-9 files, and files for medical purposes. Employees are required to notify their manager should any of their personal information change (e.g., address, phone number, last name) so the appropriate updates can be made to the files. The Company will take reasonable precautions to protect employee files and employees' personally identifiable information in its records.

Employee files are restricted based on who reasonably needs access to all or parts of the files. Employees may review their own personnel file by making a written request to their manager or Human Resources. The written request will become a part of the employee's personnel file. Review of files must take place in the presence of the employee's manager or Human Resources.

Job Transfers

The Company aspires to promote qualified internal candidates to fill open positions whenever possible and practical. When job openings occur, current employees are encouraged to apply.

Management reserves the right to place an employee in whatever job it deems useful or necessary. All job transfers, reassignments, promotions, or lateral transfers are at the discretion of the Company.

Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, DE&C classifies its employees as shown below. DE&C may review or change employee classifications at any time.

Exempt: Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay. The basic premise of exempt status is that the exempt employee is to work the hours required to meet their work responsibilities.

Nonexempt: Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Regular-Full Time: Employees who work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

Work Week and Hours of Work

A workday begins at the approved beginning time by the onsite supervisor or manager with an hour off for lunch; times will vary by job and deadline. Each workweek consists of 40 hours, (Typically 8 hour shifts unless working OT.) and generally includes work performed Monday through Friday. May include evening hours and some Saturdays depending upon project and deadlines.

Breaks and Meals

Employees are entitled to an unpaid meal break each day. Employees are also entitled to two 15-minute rest periods each 8 hour day. If there are any health or religious reasons as to why you must take a longer or additional lunch, please make your manager aware, we are more than happy to accommodate your needs as long as we know the circumstances.

COMPENSATION

Time Records

Payroll is processed each week, with payday being every following Friday of the week worked. To submit your timesheet and record the time that is worked, TSheets Time Tracking App must be downloaded to your smartphone or device.

Quickbooks Time Tracking

Quickbooks Time Tracking App must be downloaded to your phone or device. To sign in, use your login information provided to you by the link sent to you. A job must be selected, and you can clock in when you begin working, and clock out when you are leaving the job site. Lunch is automatically taken out by the app, so if a lunch was not taken, you must inform us in the notes section of your clock ins/clock outs. Accurate timekeeping is a federal and state wage and hour requirement, and employees are required to comply. Failing to enter time into the timekeeping system in an accurate and timely manner is unacceptable job performance. Should an employee miss an entry into the timekeeping system, they must notify their manager as soon as possible for correction.

How to start tracking your time

1. Log in
2. Open the Time Clock window in the app.
3. Select Customer, search for job where you are working, ex: Midlothian ISD

New ES #3

4. Select Class, EMS Controls: EMS Controls labor (always this option)
5. Select Service Item, Installation (always this option)
6. Add Notes if needed: in this section you will let us know if you took a longer break than 15 minutes, paid for parking plus attached receipt, forgot to Clock in/Clock out, or anything else you need to take note on.
7. Select Clock In.
8. Select Clock Out when you're done for the day.

If you have any questions about the Quickbooks Time Tracking App and how it works, please let us know.

Overtime

When required due to the needs of the business, you may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single work week. Nonexempt employees will be paid overtime compensation at the rate of one and one half their regular rate of pay for the following

1. Hours worked in excess of 40 in a single work week (not including holidays)
2. Hours worked on official company holidays, if not electing to have the holiday pay plus their hours worked (see Holiday Pay for more information).

Pay Adjustments, Promotions and Demotions Pay

All pay increases are based upon merit, market factors, and the profitability of the Company. There may not be an automatic annual cost of living or salary adjustment. Employee pay also may be adjusted downward. Salary decreases may take place when there is job restructuring, job duty changes, job transfers, or adverse business economic conditions. Demotion is a reduction in responsibility, usually accompanied by a reduction in salary. If demotion occurs, employees will maintain their seniority with the Company.

Expense Reimbursements

All parking reimbursements will be paid out to your check.

Send all receipts to rmanzano@deltaelectricalandcontrols.com

Any other kind of reimbursement that is authorized may be completed through Zelle if and when the situation arises.

Work Assignments

On occasion employees may be required to perform duties that are not part of their job description or usual tasks. This may happen because a co-worker is absent, a position is temporarily vacant, the business or department is particularly busy, or for other reasons. Employees are expected to perform these additional duties in a timely fashion and to the best of their ability. Should questions about process or procedure arise, employees should speak with their manager.

Credit Cards

Company-issued credit cards are to be used for approved purchases on behalf of the Company and for fuel and lodging travel expenses incurred while traveling on company business only. At no time may an employee use a Company credit card for purchases intended for personal use; such expenses will require that the Company be reimbursed and may lead to revocation of credit card privileges and other discipline.

Send all receipts and job expenses to minab@deltaelectricalandcontrols.com after each use or by the end of the week.

HEALTH, SAFETY, AND SECURITY

Drug-Free and Alcohol-Free Workplace

It is the policy of DE&C to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the company. The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on company or client premises or while performing services for the company is strictly prohibited. DE&C also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

Smoke-Free Workplace

No smoking will be allowed in the office or professional worksites area at any time. This policy is for the health and safety of all employees and clients. Smoking is not allowed during any working hours. Your cooperation is requested, as this policy must be rigidly enforced to comply with company health and safety. Smoking is not allowed in company buildings or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Workplace Violence Prevention

DE&C is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at company-sponsored functions.

All DE&C employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Human Resources Department. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the company, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

Committed to Safety

Safety is important at Delta Electrical & Controls, Inc. We strive to make our workplace guidelines with the safety of our employees in mind. However, it is the responsibility of an employee to maintain within the guidelines and report any and all safety hazards immediately. Remember, you are responsible for your teammate's safety, just as they are responsible for yours. We ask that all employees adhere strictly to safety rules, not limited to the following:

- All employees must wear Personal Protective Equipment at all times; this includes the uniform shirt that is provided to employees. (safety glasses, hard hat, and safety vest)
- Limit personal phone calls while on the job, phone calls permitted only if it is job related.
- Listening to music is not permitted at any time; this includes the use of headphones. Ensuring that you are able to hear someone in case of any emergency is essential.
- Jewelry cannot be worn while at the job sites, in case of any emergency jewelry causes problems when using a defibrillator and also acts as a conductor.
- Boots must be worn at all times.

This guideline does not outline every single safety threat, we rely on education of possible hazards to our employees to understand what steps must be taken. If you feel that another employee isn't following a certain safety precaution that could put anyone's life at risk, we ask that you notify us immediately. All submissions of concerns will be kept confidential and can be used to educate other employees.

WORKPLACE GUIDELINES

Attendance

Employee attendance to meetings and worksites is required. Employees are expected to be at work and ready to go when their scheduled shift begins or resumes. We understand that situations arise and request that you make us aware so that we may make proper arrangements to have a job completed in your absence. If for any reason an employee needs to request time off on short notice, they must let a manager know within at least a 48 hour notice.

This is not the same policy for requesting time off, approval for Vacations or PTO must be submitted 2 weeks in advance.

Tardiness and Early Departures

Employees are expected to report to work and return from scheduled breaks on time. Employees are expected to be at work and ready to go when their scheduled shift begins or resumes. If an employee is unable to be at work on time, or at all, they must notify their manager no later than 30 minutes before the start of their scheduled work day. This notification does not excuse the tardiness but simply notifies the supervisor that a schedule change may be necessary. Employees who must leave work before the end of their scheduled shift must notify a supervisor immediately. Excessive absenteeism is defined as two or more occurrences of unexcused absence in a 30-day period and will result in disciplinary action. Eight occurrences of unexcused absences in a 12-month period are considered grounds for termination.

Punctual and regular attendance is an essential responsibility of each employee at DE&C . Employees are expected to report to work as scheduled, on time and prepared to start working. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours must try to be avoided.

Absence

"Absence" is defined as the failure of an employee to report for work when he or she is scheduled to work. The two types of absences are defined below:

- *Excused absence* occurs when all the following conditions are met:
 - The employee provides to his or her supervisor sufficient notice at least 48 hours in advance of the absence.
 - The absence request is approved in advance by the employee's supervisor.
 - The employee has sufficient accrued paid time off (PTO) to cover the absence.
- *Unexcused absence* occurs when any of the above conditions are not met. If it is necessary for an employee to be absent or late for work because of an illness or an emergency, the employee must notify his or her supervisor no later than the employee's scheduled starting time on that same day. If the employee is unable to call, he or she must have someone make the call.
- If an employee is absent for three consecutive days and has not provided proper notification, the Company will assume that the employee has voluntarily quit their position and will proceed with the termination process.

Job Abandonment

Any employee who fails to report to work for a period of three days or more without notifying his or her supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship. Deductions for retained company property will be properly adjusted on employees paycheck. Unused vacation payout will be revoked in such instances and will not be eligible for rehire.

Job Performance

Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed. Generally, formal performance evaluations are conducted annually. These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

Work Assignments

On occasion employees may be required to perform duties that are not part of their job description or usual tasks. This may happen because a co-worker is absent, a position is temporarily vacant, the business or department is particularly busy, or for other reasons. Employees are expected to perform these additional duties in a timely fashion and to the best of their ability. Should questions about process or procedure arise, employees should speak with their manager.

Uniform and dress code

Employees are provided with shirts, a safety vest, safety glasses and a hard hat that have a Delta logo on them. Using a Delta logo shirt and Delta hard hat is required at all times as it helps other companies as well as our own team identify who is who. Wearing a hat from another company, using a sports logo, or a logo other than Delta's logo, is not approved. Please assure you have proper work boots, they do not have to be steel toe.

If an employee's uniform is ruined on the job, they are able to receive another one at the Delta office. We do try to maintain an inventory of all sizes, but if you require a specific size, please let us know in advance so that we may order it for you.

Employees will be responsible for the safekeeping of all uniforms. Upon termination, uniformed items will be deducted from your final paycheck.

Disciplinary Procedure

The Company expects employees to comply with the Company's standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the Company endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees-at-will or in any way restrict the Company's right to bypass the disciplinary procedures suggested.

A write up is a written and formal warning. There are instances where a verbal warning has been issued, without a formal write up in place. However, a verbal warning can still be documented on a write up form by a supervisor or officer of the company. Every situation in which an employee could warrant a write up is different and will be treated as such. We aim to make this a very fair work environment for all, making sure that we create guidelines to follow and ensure fairness. A progression of warnings or write-ups may look like the following:

1. Verbal warning.
2. Write up. Up to (3x)
4. Termination.

After two write ups, your third write up could warrant a termination.. A write-up is not an admission of fault, but it will serve as documentation that the issue was discussed and an opportunity to change behavior has been discussed.

Some cases of misconduct are severe and Delta Electrical & Controls, Inc. fully reserves the right to skip progression of warnings.

The progressive disciplinary procedures described above also may be applied to an employee who is experiencing a series of unrelated problems involving job performance or behavior.

In cases involving serious misconduct, or any time the supervisor determines it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded. Typically, the supervisor should suspend the employee immediately (with or without pay) and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

Termination of employment can be a result of either voluntary dismissal or involuntary dismissal. Employees who want to leave in good standing will give their supervisor at least two weeks' notice.

Voluntary dismissal may include the following:

- Resignation with a two-week notice
- Resignation without a two-week notice
- Retirement
- Failure to show for three days without notice

Involuntary dismissal may include the following:

- Discharge for cause, which refers to immediate termination of employment due to an employee's misconduct.
- Discharge without cause, which does not refer to an employee's conduct.

Without a notification of two weeks, DE&C will not be able to find a suitable replacement and thus the employee will revoke the unused and accrued vacation time.

Under no circumstances will employees be paid for unused, accrued vacation if they are terminated for any of the following reasons: misuse or misappropriation of company funds, theft of company property or secrets, insubordination, fighting with other employees, unauthorized possession of firearms and/or other weapons while on DE&C premises /premises of customers of the company, or performing company duties, reporting to work under the influence of intoxicants or illegal drugs, possession of illegal drugs either while on company time or premises, unexcused absences or immoral acts on the job. This list is not exclusive, and DE&C reserves the right to refuse payment for unused vacation time for any reason in compliance with the law. At the time of termination, the former employee or employee must turn in all of the company property that was given to them. This may include PPE (personal protective equipment) such as hard hats, safety glasses, safety vests, as well as company uniform, badges, tools, materials, company issued bank cards, vehicles, and equipment. Any items that are not returned will be deducted as well. The last paycheck can be issued by direct deposit, or will be written out, after payroll has been approved.

Separation from Employment

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisors at least 2 weeks in advance of the last day of work. Holidays and paid time off (PTO) will not be counted toward the notice. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire and may be able to receive any unused PTO.

In most cases, Human Resources will conduct an exit meeting on or before the last day of employment to collect all company property, and to discuss final pay. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of the company.

Cell Phones

The use of personal cell phones, or work cell phones for personal matters, should be held to a reasonable limit during work hours and not interfere with an employee's productivity or the productivity of their coworkers. Reasonableness will be determined by management.

Personal property

The Company is not liable for lost, misplaced, or stolen property. Employees should take all precautions necessary to safeguard their personal possessions. Employees should not have their personal mail sent to the Company, as it may be automatically opened, and should check with their manager before having larger items delivered to the workplace.

BENEFITS & LEAVE

DE&C recognizes the value of benefits to employees and their families. The company supports employees by offering a comprehensive benefits program. For more information regarding benefit programs, please refer to the company Summary Plan Descriptions (SPD)

Holidays

The company observes and allows time off with pay for the following holidays:

****Employees must work 60 days before qualifying paid holidays****

- New Year's Day - Jan 1
- Memorial Day - May 29
- Independence Day - July 4
- Labor Day - Sept 4
- Thanksgiving Day - Nov 24
- Christmas Day - Dec 25

Holiday Pay - Employees must work the last scheduled day before a holiday and the first scheduled working day following the holiday to be eligible for holiday pay. Only regular full-time employees that have been employed past the 60-day waiting period are eligible for full holiday pay. If an employee is asked to work on a company holiday, the employee will receive either an additional 8 hours at regular pay plus the hours worked at regular pay, or the hours worked at time and a half.

Vacation

DE&C recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The company provides paid vacation time to full-time employees for this purpose and employees are encouraged to take vacation during the year. To be eligible for Vacation Pay, or paid time off, employees must have worked a full year (to the date) and must submit a vacation request form. Forms are available to be filled out. Requests must be submitted two weeks before desired dates for vacation. A request for time off is not a guarantee, but all requests will be considered and if granted, the employee will be notified within 2-3 days of the request. **Unused time will not roll over, and there is not an option to "cash out" for unused vacation time. There is not an option to have vacation hours advanced or paid out early.**

Any unused hours at the time of termination or resignation will be granted on the criteria that:

1. Employee has worked a full year to the date
2. Has given a two-week/14-day notice of resignation to Delta Electrical & Controls, Inc. Resignation without a two week notice so that the company has sufficient time to find a replacement will result in revoked benefits such as vacation pay for unused hours, revoked vehicle use, and revoked credit card.

Vacation Request form can be found at the bottom of the Employment manual.

Military Leave

DE&C supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the Human Resources department and his or her supervisor, who will provide details regarding the leave.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

Maternity leave

Maternity leave under this policy is an unpaid leave associated with the birth of an employee's own child. This benefit is for full time employees only.

- Less than three years of employment - 6 weeks of unpaid leave
- After five full years of employment - 9 weeks of unpaid leave

Jury Duty/Court Appearance

It is the employee's responsibility to keep his or her supervisor/manager periodically informed about the amount of time required for jury duty or court appearances. Full salary pay is not required by DE&C. Time in court for personal business will be the individual employee's responsibility. Normally, personal days or vacation days will be used for this purpose.

Time Off for Voting

DE&C recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your supervisor to discuss scheduling accommodations.

Medical, Dental, and Vision Insurance

To be eligible to sign up for insurance, employees must work past a 60-day waiting period and will be able to sign up for health and dental options after that time period. Insurance is offered to employees at a rate of 50% premium coverage. All insurance rates are different for employees based on age, age of spouse, and age of children, as well as which insurance plan is chosen. To get the most accurate rate, contact the office to get your personalized rate of coverage premium.

Life Insurance

Life insurance is fully covered at 100% by DE&C for any employee that is eligible past the 60-day waiting period. The insurance program requires that the employee fill out a form stating who they want their beneficiary to be. The amount of the insurance policy benefit is \$30,000.00, although if the employee is interested in acquiring a larger benefit, they can contact the DE&C office to see what additional options are available.

401(k) Plan

DE&C recognizes the importance of saving for retirement and offers eligible employees a 401(k) plan. Eligibility, vesting, and all other matters relating to these plans are explained in the SPD and that can be obtained from Human Resources. DE&C matches at 4%.

PTO

Vacation/Sick days/Personal reason. Employees must work a full year (to the date) and submit an email notice of vacation request. All requests will be considered; If granted, employees will be notified within 2-3 days of Request.

PTO form can be found at the bottom of the Employment manual.

Workers' Compensation

DE&C insures all employees against accidental injuries occurring on the job, in accordance with the Texas Workers' Compensation Law.

Coverage begins on the date of employment and covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Employees must report all accidents immediately to their supervisor or department manager. No matter how minor an on-the-job injury may appear, it is important that it is reported immediately to your office manager.

The supervisor will complete an injury report with input from the employee and return the form to the Human Resources department. Human Resources will file the claim with the insurance company. This procedure will enable an eligible employee to qualify for coverage, in a timely manner.

Employees will not be paid vacation or sick leave for approved absences covered by the company's workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.