



EMPLOYEE HANDBOOK

Effective January 2021

Cooke Electrical Contracting Inc. explicitly reserves the right to change or modify any of the provisions of these policies and procedures at any time, with or without notice. Employees are responsible for consulting the policies contained in this Handbook on a regular basis and should stay updated as to any changes or revisions. The policies and procedures identified in this Handbook supersede all previous policies and procedures adopted by the company.

Table of Contents

Welcome	Pg.1
..... Purpose of Handbook	
..... At-Will Employment Relationship	
Policies Governing Employment Practices.....	Pg.3
..... Equal Employment Opportunity	
..... Employment Eligibility Verification	
..... Americans with Disabilities Act & Reasonable Accommodation	
..... Religious Accommodations	
..... Workplace Harassment	
..... Anti-Retaliation Policy	
..... Complaint Procedure	
Personnel Management	Pg. 8
..... Employment Classification	
..... Performance Evaluations	
..... Personnel Records	
..... Outside Employment	
..... Open Door Policy	
..... Standards of Conduct	
..... Corrective Action Policy	
..... Separation from Employment	
Workplace Policies and Procedures.....	Pg.12
..... Work Week	
..... Work Schedule	
..... Meal & Rest Breaks	
..... Lactation Breaks	
..... Timekeeping	
..... Attendance & Punctuality	
..... Staff Meetings	
..... Smoke Free Workplace	
..... Work Attire	
..... Cell Phone Use	

..... Company Credit Cards
..... Confidentiality
..... Employer Information and Property
..... Conflicts of Interest
..... Email and Internet Use
..... Social Media
..... Personal Property

Compensation & BenefitsPg.22

..... Compensation Schedule
..... Direct Deposit
..... Overtime
..... Wage Deductions
..... Safe Harbor Policy
..... Payroll Corrections & Deductions
..... Pay Increases
..... Expense Reimbursements
..... Health & Dental Insurance
..... Life Insurance
..... Worker’s Compensation
..... COBRA

Time Away from Work.....Pg.26

..... Holidays
..... Paid Time Off
..... Unpaid Leave of Absence
..... Bereavement Leave
..... Voting
..... Jury Duty
..... Military Leave

Safety & SecurityPg.30

..... Commitment to Safety
..... Accident Prevention
..... Accident Reporting
..... Safety Equipment
..... Facilities Security

.....Automobile Use
.....Workplace Violence
.....Substance Abuse
.....Drug & Alcohol Testing
.....Handguns & Concealed Weapons
.....Workplace Monitoring

Receipt and AcknowledgementPg. 36

Exhibit A: Vehicle Operations Policy

PRESIDENT'S NOTE

It is the company's intention that every employee receive the training, tools and supplies necessary to perform every task, every day, SAFELY.

It is every employee's responsibility (to themselves; their families; their co-workers; to the Company) to use these tools and this training to protect themselves and their co-workers.

Whether or not to work safely is a CHOICE made many times, every day, by every one of us.

If any employee, reading this note or studying this handbook, feels that there is something more the company can do to provide additional training and/or tools which will permit employees to work more safely, please call me. My telephone number is (806) 358-0068.

Our company has a goal. Our objective is for every one of us to go home whole, all in one piece, and uninjured every night. It will not happen until this becomes your goal.

I am counting on you to do your part!

Paul Cooke

PURPOSE OF HANDBOOK

This Handbook is designed to acquaint you with the company and provide you with general information about working conditions, benefits and policies affecting your employment. Employees are expected to read, understand, and comply with the guidelines set forth in this Handbook. Compliance with the policies and procedures identified in this Handbook is a condition of continued employment. Employees are also expected to stay current on changes to the policies reflected in this Handbook. Any questions concerning the policies or procedures contained herein should be addressed with Human Resources.

The company reserves the right to change its policies, benefits, rules and regulations at any time and the provisions of the Handbook are subject to change at any time. No provision or portion of this Handbook constitutes an implied or express contract, guarantee, or assurance of continued employment or any right to an employment-related benefit of procedure. The Handbook is the property of the company and should not be provided to individuals who are not employees of the company without prior permission from the company.

AT-WILL EMPLOYMENT STATEMENT

Employees have voluntarily entered into their employment relationship with the company and accordingly are free to resign at any time, with or without cause or reason, with or without prior notice. Similarly, the company may terminate the employment relationship at any time, with or without cause or reason, with or without prior notice. This mutual relationship is called "employment at-will."

Employees should not rely on verbal comments made by anyone in the company as a guarantee for specific privileges, working conditions, or future employment. Nothing in this 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, except a written contract for that express purpose which is signed by both you and the company's authorized representative.

POLICIES GOVERNING EMPLOYMENT PRACTICES

EQUAL EMPLOYMENT OPPORTUNITY

Cooke Electrical Contracting Inc. provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, service in the military or any other status protected by local, state or federal law, except where a verifiable bona fide occupational qualification exists. 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.

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

EMPLOYMENT ELIGIBILITY VERIFICATION

Cooke Electrical Contracting Inc. is committed to full compliance with federal immigration laws; therefore, we will only hire and employ individuals who are able to provide proper documentation indicating legal authorization to work in the United States. Non-citizens who have authorization to work in the United States will not be excluded from employment opportunities so long as they are qualified for the position sought.

To comply with applicable immigration laws, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990, an employee will be expected to complete the eligibility verification Form I-9 and present documentation verifying identity and legal eligibility to work in the United States no later than the first day of employment. Employees are advised to review the I-9 form for the List of Acceptable Documents so they will be properly prepared for their first day of work.

This requirement is an on-going condition of employment, and in certain circumstances, employees may be asked to update these forms to maintain current compliance. Failure to complete the I-9 Form within three business days of the date of hire may be cause for suspension or termination of employment. The presentation of false or forged authorization documentation will be grounds for immediate termination. The fraudulent use of authorization documentation may also constitute a violation of state and federal criminal statutes.

Employees who are hired on a temporary work authorization are responsible to maintain their authorization status. Employee's whose work authorization expires will be placed on an immediate suspension and may be subject to discharge from employment.

AMERICANS WITH DISABILITIES ACT AND REASONABLE ACCOMMODATION

It is the policy of Cooke Electrical Contracting Inc. to comply with all relevant and applicable provisions of the Americans with Disabilities Act as amended (ADAAA), Texas Labor Code and any other applicable state and local laws. The company will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability.

Cooke Electrical Contracting Inc. also will make a reasonable accommodation for the known

physical or mental limitations of an otherwise qualified individual with a disability unless undue hardship and/or a direct threat to the health and safety of the individual or others would result.

Employees and applicants who require accommodation to perform the essential functions of their job should inform their supervisor of their situation as soon as possible.

If you feel that you need an accommodation for a disability (as defined by the Americans with Disabilities Act) please notify Human Resources as soon as possible. The request must identify the medical condition for which an accommodation is sought, and a statement of the limitations created by the medical condition that necessitates the need for an accommodation. Guidance from the employee's medical care provider(s) may be sought in determining what accommodation, if any, is appropriate, and the employee is required to comply with all requests for information and documentation regarding the request.

Cooke Electrical Contracting Inc. makes determinations concerning accommodation requests on a case-by-case basis and relies on fact-specific inquiries to determine if it will be able to provide a reasonable accommodation. The company will engage in an interactive process with the employee to determine whether the requested accommodation is necessary and reasonable. If the accommodation requested by the employee is reasonable and will not impose an undue hardship on the company and/or a direct threat to the health and/or safety of the individual or others, Cooke Electrical Contracting Inc. will make the accommodation. The company may also propose alternative accommodation(s) that would adequately accommodate the employee's needs.

The consideration and approval of any requests for accommodation may require documentation from a qualified medical provider. All medical information received by the company will remain personal and confidential. Disability accommodation requests will be reviewed on a case-by-case basis depending on the specific needs of the requesting employee, the essential functions of the employee's job, and the legal obligations of the company as established by statute, regulation, or relevant court opinion.

Cooke Electrical Contracting Inc. prohibits discrimination and retaliation against employees who request a disability accommodation or who participate in an approved accommodation. Any employee who violates this anti-retaliation provision may be subject to discipline, up to and including termination.

Any employee who believes that they are the victim of a violation of this policy will be required to follow the company's Complaint Procedure to report the violation. Upon receiving such complaint, the company will conduct an investigation into your complaint and take remedial action, if necessary.

RELIGIOUS ACCOMMODATION

In accordance with Title VII of the Civil Rights Act of 1964 (Title VII"), Cooke Electrical Contracting Inc. will make an accommodation for an employee's religious beliefs or practices. Religious accommodation requests must be made to Human Resources in writing. The request must identify the specific belief or practice for which an accommodation is sought and contain a specific statement outlining the accommodation requested.

Religious accommodation requests will be reviewed on a case-by-case basis in light of the specific needs of the requesting employee, the employee's job function and duties, and the legal obligations of the company as established by statute, regulation, or court opinion. The company will work with the employee to provide the requested accommodations so long as it is reasonable

to do so and does not result in an undue hardship on the company. Human Resources will notify you of the company's determination of your request.

Cooke Electrical Contracting Inc. prohibits retaliation against employees who request a religious accommodation or who participate in an approved accommodation. Any employee who violates this anti-retaliation provision may be subject to discipline, up to and including termination.

Any employee who believes that they are the victim of a violation of this policy will be required to follow the company's Complaint Procedure to report the violation. Upon receiving such complaint, the company will conduct an investigation into your complaint and take remedial action, if necessary.

WORKPLACE HARASSMENT

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 the policy of Cooke Electrical Contracting Inc. to provide a work environment free of sexual and other harassment. To that end, harassment of 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. Cooke Electrical Contracting Inc. will take all steps necessary to prevent and eliminate unlawful harassment.

Definition of Unlawful Harassment.

"Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class. Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment.

"Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute

sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

This policy applies to business trips, retreats, and social events with co-workers (whether or not the social event is sponsored by the company). Such conduct by customers, clients, vendors or visitors of the company also will not be tolerated.

All employees should take special note that, as stated above, retaliation against an individual who has complained about harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated.

ANTI-RETALIATION POLICY

Cooke Electrical Contracting Inc. prohibits retaliation against any individual who reports harassment or discrimination. Retaliation is an adverse action against an employee because the employee brings a workplace concern or complaint to the company's attention or provides information to the company regarding a workplace concern or complaint.

If you believe that you have been retaliated against, we encourage you to follow the Complaint Procedure. The company will investigate your complaint and take appropriate remedial action. This policy is not intended to prohibit employees from discussing terms and conditions of employment with others, reporting to the government possible violations of applicable federal or state laws or regulations, or making other disclosures to the government protected under the whistleblower provisions of applicable federal or state laws or regulations.

Anyone who engages in retaliation will be subject to disciplinary action, up to and including termination of employment.

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, but are not required to, complain first to the person you feel is discriminating against or harassing you. However, this may not be feasible, particularly if the offending individual is a higher level employee. Therefore, if the offending individual is a supervisor, or if directing the offender is not feasible or successful, then complaints should be immediately brought to the attention of Human Resources. Even if you are able to confront the offender regarding the matter, all employees will still be required to immediately report incidents of harassment and discrimination to Human Resources so the company can address the problem appropriately. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this as well. Cooke Electrical Contracting Inc. requests that you provide the following information when reporting harassment or discrimination:

1. Date(s), time(s), and location(s) of the incident/incidences that took place;

2. Description of each incident such as what was said and/or done
3. Name(s) of any persons present during each incident; and,
4. Anyone with whom you have discussed the incident/incidences.

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. Any suspected retaliation or intimidation should be reported immediately to Human Resources.

Complaints of alleged unlawful discrimination will be investigated, and the results of the investigation will be reported to the complaining party. Investigation of a discrimination complaint may include, but is not limited to, interviewing the complaining party as well as other employees and/or customers necessary to obtain sufficient information upon which to make an assessment of the situation. While the company will endeavor to be sensitive to privacy issues, in the course of an investigation we will discuss relevant information with appropriate parties on a need-to-know basis. The company expects that all employees will cooperate with these investigations.

If the investigation concludes conduct contrary to this policy has occurred, Cooke Electrical Contracting Inc. will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination. Any employee who has questions about this policy or requires further information on the subject of sexual or other harassment or discrimination should contact Human Resources.

PERSONNEL MANAGEMENT

EMPLOYMENT CLASSIFICATION

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, Cooke Electrical Contracting Inc. classifies its employees as shown below. The company 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.

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

Regular, Full-Time. Employees who are scheduled to work thirty-five (35) hours, or more, per week, 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.

Regular, Part-Time. Employees who are regularly scheduled to work fewer than thirty-five (35) hours per week, and who maintain continuous employment status. Part-time employees may be eligible for certain but not all employee benefits.

Contract Labor. Employees hired to replace or supplement regular full-time or regular part-time employees for short period of time such as summer months, peak periods and vacation. Contract employees are not eligible for benefits regardless of the number of hours or weeks worked.

Temporary Employees¹: Employees that are hired with the understanding that their employment with the company is temporary but may be offered another assignment upon completion of the original assignment. Generally, these employees may work a full-time or part-time schedule, may be exempt or non-exempt and are not eligible for employee benefits.

PERFORMANCE EVALUATIONS

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.

Employees will receive an evaluation following the completion of ninety (90) days of employment with the company. Thereafter, performance appraisals will generally be conducted on a yearly basis. The performance appraisal will be discussed, and both the employee and manager will sign the form to ensure that all strengths, areas for improvement and job goals for the next review period have been clearly communicated.

PERSONNEL RECORDS

Cooke Electrical Contracting Inc. maintains personnel records on all employees. These records are the business records and property of the company. Employees may review their personnel files through arrangements with Human Resources, but may not remove or alter any records in their files. Cooke Electrical Contracting Inc. also maintains confidential medical files, which are

¹ This classification of employment does not include temporary employees who are hired through a temporary employment agency.

maintained separate from personnel files, in compliance with the Americans with Disabilities Act. Employees have a right to inspect and obtain a copy of their confidential medical file.

OUTSIDE EMPLOYMENT

Activities and conduct away from the job must not compete or conflict with or compromise the company's interests or adversely affect job performance and the ability to fulfill all job responsibilities. All regular full-time employees must obtain approval from Management before accepting any outside employment. Approval will be based on whether there is any possible conflict of interest, interference with the employee's ability to perform their duties for Cooke Electrical Contracting Inc., and/or disruption from their regular work hours.

Employees are prohibited from performing any services for clients on nonworking time that are normally performed by Cooke Electrical Contracting Inc. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

OPEN DOOR POLICY

Cooke Electrical Contracting Inc. has an "open door" policy and encourages employees to discuss any work-related problems or issues without the need for formality. The most effective method for resolving a problem is to discuss it with the other party and with your supervisor. Employees are responsible for actively communicating whenever they have problems that need to be resolved or concerns that need to be addressed.

STANDARDS OF CONDUCT

Cooke Electrical Contracting Inc. expects every employee to adhere to the highest standards of job performance and of personal conduct, including individual involvement with Company personnel and outside business contacts.

Cooke Electrical Contracting Inc. reserves the right to discipline or discharge any employee for violating any Company policy, procedure or rule of conduct. The following list is intended to give you notice of the company's expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be advised that Cooke Electrical Contracting Inc. retains the discretion to determine the nature and extent of any disciplinary action based upon the circumstances of each individual case.

In order to avoid such severe consequences, employees should follow simple common-sense guides and avoid major offenses such as, but not limited to, the following:

- a. Failure or refusal to carry out orders or instructions;
- b. Unsatisfactory work performance;
- c. Chronic, habitual, or excessive lateness or absenteeism;
- d. Failure to fulfill the responsibilities of the job to an extent that it might or does cause injury to a person or damage to or loss of product, machinery, equipment, facilities, or other property of the company;
- e. Harassment of another employee of a sexual nature or otherwise, including but not limited to verbal or physical conduct, or unwelcome advances with regard to or on the basis of race, color, religion, creed, age, sex, national origin, marital status, disability, sexual orientation, or other classification protected by applicable law;

- f. Violation of a safety, fire prevention, health, or security rule, policy or practice;
- g. Violation of any Company policy or procedure as set forth herein or distributed by Company hereafter;
- h. False, fraudulent, misleading or harmful statement, action or omission involving another employee, customer, the company or relations with the company; or any action disloyal to Cooke Electrical Contracting Inc. ;
- i. False, fraudulent, misleading or harmful statement, action or omission related to an employment application or any other information provided to or requested by the company, whether oral or written; or refusal or failure to timely provide such information;
- j. Unauthorized use of, removal of, theft of or damage to the property of the company, an employee or a customer;
- k. Threatened or actual physical violence;
- l. Excessive use of profane or abusive language;
- m. Disorderly or immoral conduct while on Company premises, jobsite or business;
- n. Accepting or engaging in any outside employment with a competitor of the company; or conducting or attempting to conduct any outside business while on the company's premises or business;
- o. Criminal charge or conviction that in Company's sole discretion create a risk to the health and safety of its employees and customers, the security of Company premises and property and/or Company's reputation and business opportunities.

CORRECTIVE ACTION POLICY

Cooke Electrical Contracting Inc. maintains a corrective action policy that is progressive in nature, but subject to Company's discretion, as a means for ensuring that all employees are treated fairly and consistently when job performance problems arise or when violations of Company policies occur.

In order of severity, corrective action can take one of the following forms:

1. Verbal warning that performance or actions are unacceptable;
2. Written warning that performance or actions are unacceptable and need to be addressed by employee in order to continue employment;
3. Performance Improvement Plan in the event the company determines this option may be appropriate as a last chance warning for the employee to address the conduct or performance at issue prior to termination; or
4. Termination from employment.

Cooke Electrical Contracting Inc. has no obligation to use any one or more of these forms of discipline prior to discharging an employee. Cooke Electrical Contracting Inc. reserves the right to terminate an employee without issuing progressive discipline when the company determines it to be appropriate under the circumstances.

This document does not alter or modify, in any way, the at-will nature of your employment with Cooke Electrical Contracting Inc., nor does it create any contractual obligation on yours or the company's part. The company retains the right to terminate your employment at any time, for any reason.

SEPARATION FROM EMPLOYMENT

Employment at Cooke Electrical Contracting Inc. is based on mutual consent and, with some exceptions, is not of a contractual nature. Either the company or you may terminate your employment at any time, with or without cause and with or without notice.

Cooke Electrical Contracting Inc. requests, however, that you give the company a minimum of two weeks written notice prior to terminating your employment. If you fail to provide the requested notice listed below prior to terminating your employment, then the company may use this as a basis for declining to re-hire you if you ever apply for employment with the company in the future.

1. Resignation with Notice: An employee who voluntarily terminates employment with Cooke Electrical Contracting Inc. must give the appropriate written notice to their direct supervisor. This requires two weeks advance written notice. Typically, an employee may not take time off during the notice period.
2. Resignation Without Notice: This is the term applied when an employee is absent from work for two (2) consecutive days and does not notify management; or leaves without written notice or with less than the requested time-notice mentioned above. Employees who fail to give adequate notice of resignation may be considered ineligible for re-hire.
3. Staff Reduction: This term refers to a termination of employment by Cooke Electrical Contracting Inc. due to lack of work, financial considerations or reorganization.
4. Involuntary Termination/Discharge: An involuntary termination initiated by Cooke Electrical Contracting Inc. due to the employee's behavior or performance

When an employee leaves Cooke Electrical Contracting Inc., the employee must return all company related information and property that the employee has in his/her possession, including without limitation, documents, files, ID badge, uniforms, keys, records, manuals, information stored on a personal computer or external drive, supplies, safety equipment and PPE prior to or on their last day of employment. Failure to return Company property may result in deductions being made from the employee's final paycheck in accordance with the company's Wage Deduction Authorization.

WORKPLACE POLICIES & PROCEDURES

WORK WEEK

The term “work week” shall mean seven consecutive days beginning at 12:00 am Monday and ending the following Sunday at 11:59pm. Generally, regular employees are scheduled to work the same hours each week. The company’s business hours are 8:00-5:00pm, Monday through Friday. Absent workload requirements, employees that are not exempt (non-salaried) from the Fair Labor Standards Act’s (FLSA) overtime requirements are expected to work a total of at least thirty-five (35) hours per week.

The primary objective of the company is to serve its customers. To meet this objective, scheduling requirements may vary based upon the needs of our customers and requirements or demands of our business. As a result, non-exempt employees may be asked to spend additional time to complete rush work. Employees exempt from the FLSA’s overtime requirements (salaried) are required to work the hours necessary to complete their workload requirements. Therefore, their work week is not defined.

WORK SCHEDULE

Employee’s work schedule will vary between departments and may change to meet reasonable demands. Each employee will be notified of his/her work schedule with as much advance notice as Cooke Electrical Contracting Inc. can reasonably provide based on the specifics of each job assignment and the timing of when Division Management notifies the respective supervisors of such. Any questions or concerns regarding an employee’s individual work schedule should be directed to their immediate supervisor.

MEAL & REST BREAKS

Employees are entitled to a non-compensable meal break of thirty (30) minutes per day. Meal breaks are not counted towards worked hours and employees are to be completely relieved from duty during their meal break. Due to the nature of our business, the actual times for lunch may vary. This may require employees to stagger lunch times to cover any needs. If an alternate time for lunch is desired, it is necessary to schedule this with your supervisor in an effort to ensure all areas are covered.

While the company does not have a set time to take breaks, employees will be permitted to take breaks if doing so is necessary for the employee to continue working in a safe and efficient manner. If one is needed in order for an employee to be able to continue working in a safe manner, the employee may take up to two (2) ten-minute rest breaks each day, one in the morning and one in the afternoon. Rest breaks are not counted towards worked hours and employees are to be completely relieved from duty during their rest break(s). Employees are not permitted to leave Company premises during these periods as these are paid breaks.

LACTATION BREAKS

The company will provide a reasonable amount of break time to accommodate a female employee’s need to express breast milk for the employee’s infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally

scheduled rest periods and such time generally will be unpaid, in accordance with state law. The company will also make reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private.

Coordinate your lactation breaks in advance with your supervisor to ensure that business needs are covered during your breaks. This may include using currently scheduled meal or rest breaks. You'll need to provide your supervisor with a proposed schedule of breaks and the expected duration of each so that he or she can plan for them. The company reserves the right to deny an employee's request for a lactation break if the break time will seriously disrupt operations and in accordance with applicable law.

TIMEKEEPING

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require the company to keep an accurate record of all time worked for non-exempt employees in order to calculate pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

An employee's time sheet is an official document. Each employee will have the time they begin and end their work recorded by their immediate supervisor. Likewise, the beginning and ending time of each employee's departure from work for lunch or personal reasons shall also be documented. Under no circumstances shall an employee perform work without it being recorded on their time sheet. Any employee who is asked to work "off-the-clock" by any person must immediately report the request to Human Resources.

It is the employee's responsibility to ensure that all time worked by them have been accurately recorded by their supervisor. Prior to the submission of an employee's time record, the employee will have the opportunity to review and confirm the accuracy of the information reflected on their time sheet. Each time card must be signed and dated by the employee and returned back to their supervisor prior to the conclusion of the pay period.

Errors or omissions on an employee's time records must be addressed with Human Resources. Any employee who has concerns about the company's timekeeping practice should contact Human Resources.

ATTENDANCE & PUNCTUALITY

Punctuality and regular attendance are essential to the successful operation of the company's business. All employees are expected to be at their assigned work locations to commence work promptly at their scheduled start time and remain engaged and attentive to their work until their scheduled end time.

If an employee is unable to be at work due to illness or an emergency, the employee is required to contact their supervisor at least thirty (30) minutes before the employee's shift is to begin and provide the reason for such absence. If an employee will be more than ten (10) minutes late to work, the employee must contact their supervisor prior to the start of their shift. This will enable the workload to be distributed, if necessary, so that service to our customers will not be affected. Calls made on the behalf of the employee will not be regarded as calling in unless a verifiable emergency makes it impossible for the employee to call personally.

While occasional absences or tardiness may be unavoidable, excessive absenteeism or tardiness is unacceptable and will result in disciplinary action, up to and including termination. Cooke

Electrical Contracting Inc. defines excessive absenteeism as more than three (3) absences in a six-month rolling period and excessive tardiness as more than two (2) tardies in a six-month rolling period.

Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence, it will constitute a no-call, no-show and the employee will be considered to have voluntarily resigned employment.

If an employee is absent from work due to illness or a surgical procedure for three or more consecutive days, employee will not be allowed to return to work without a written release to return to work from a medical professional. Every effort will be made to accommodate any restrictions as prescribed by the physician.

An employee who walks off the job or leave the work area during scheduled work hours without authorization from a supervisor will be considered to have abandoned his or her job. The employee will be automatically terminated unless the employee can provide verifiable evidence of extenuating circumstances.

While occasional absences or tardiness may be unavoidable, excessive absenteeism or tardiness is unacceptable and will result in disciplinary action, up to and including termination.

STAFF MEETINGS

Meetings with all or certain groups of employees shall be scheduled by Management as appropriate. This provides an opportunity to inform employees of Cooke Electrical Contracting Inc.'s policies, safety regulations, business plans/programs or other company information and will provide employees an opportunity to express their views and contribute information to the company.

All employees are expected to attend all meetings for which they are asked to attend, regardless of whether they occur during that employee's regularly scheduled work hours. Employees who are required to attend such meetings when they are not already scheduled to work will be compensated for their time at the meeting. Any employee who is not able to attend a staff meeting will need to notify their supervisor as soon as possible prior to the meeting.

SMOKE-FREE WORKPLACE

Smoking not allowed on company premises at any time, with the exception of specifically designated areas. If you wish to smoke on a break or meal period, you must do so only in areas outside of the building where smoking is permitted. Employees are required to be considerate of their colleagues, clients and members of the public when taking a smoke break and must help maintain clean and neat premises by depositing cigarettes in appropriate containers and disposing of any smoking debris safely and properly.

WORK ATTIRE

Cooke Electrical Contracting Inc. considers its professional image to be of the utmost importance. It also strives to maintain a workplace environment that functions well and is free from unnecessary distractions and annoyances. As part of that effort, the company expects each of its employees to be well groomed, neat and dressed appropriately for their position. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the company.

The company recognizes that different levels of dress may be appropriate for different occasions or different tasks associated with an employee's position. As a result, Supervisors will communicate any department specific workplace attire and grooming guidelines to their employees. To the extent uniforms or protective clothing are required for an employee's job position and/or worksite, it will be provided by the company.

The company is confident that employees will use their best judgment in following our dress and attire guidelines. However, if an employee reports to work in questionable attire or appearance, a notification and discussion will occur with the employee to advise and counsel him or her regarding the inappropriateness of the attire. Depending upon the circumstance, the employee may also be sent home, without pay, with directions to return to work in proper attire.

Continued or frequent departures from these guidelines will not be permitted and employees who appear for work inappropriately dressed or groomed repeatedly will be subject to disciplinary action. If an employee is unclear about the company's dress and appearance guidelines, he or she is encouraged to consult with Human Resources.

PERSONAL PROTECTIVE EQUIPMENT

Cooke Electrical Contracting Inc. requires employees to wear Personal Protective Equipment (PPE) at all appropriate times and locations. Employees may also be required to wear Flame Resistant Clothing ("FR Clothing") when working on the job site of a customer or other areas that have been designated by the company or a particular client as hazardous. The factors that are considered to determine whether and to what extent such PPE is necessary will be based on the specific job location, nature of the job being performed by the employee, and that specific customer's requirements regarding such.

Steel-toed shoes, safety glasses, safety gloves and other PPE may be required based on the specific job site of an employee. Cooke Electrical Contracting Inc. provides employees working in positions that require the use of protective footwear a "boot allowance" of \$150.00 per year.

In the event an employee is assigned to a job site where FR Clothing is required, Cooke Electrical Contracting Inc. will provide the necessary and appropriate PPE to the employee for the duration of that assignment. For maximum protection, FR clothing will be required to be worn as described by the manufacturer's instructions. FR clothing shall not be worn in a manner which could create a potential snag hazard. FR shirts shall be worn with sleeves down and cuffs secured. Shirts/sweatshirts or jackets that are not rated as FR shall not be worn as the outermost garment when FR clothing is required.

Employees will be notified of the PPE requirements for each job site they report to by their immediate supervisor. Employees will be responsible for wearing PPE that complies with these requirements and failure to do so will be grounds for disciplinary action up to and including termination.

CELL PHONE USE

Cell phone use on the job site create a safety hazard and reduced productivity. As a result, employees are prohibited from using their personal cell phones while on a job site. The only employee that will be permitted to keep their cell phone on a job site is the working foreman, whose use will be limited to legitimate business purposes and emergencies. Employees are encouraged to provide family members/emergency contacts with the phone number in the case an emergency arises and the employee needs to be contacted while out on a job site.

COMPANY CREDIT CARD POLICY

Cooke Electrical Contracting Inc. offers Company credit cards for employees who travel frequently for their duties, purchase large volumes of goods for use by the company or incur frequent business expenses that can be paid by credit card. Company credit cards cannot be used for personal expenses, or to obtain cash advances, bank checks or electronic cash transfers for anything other than the expenses incurred by the employee whose name appears on the credit card.

Misuse of a Company credit card will result in cancellation of the card. If the card is used for personal expenses, the company has the right to recover these expenses from the cardholder. All employee cardholders will be required to sign an agreement authorizing the company to recover any amounts that are incurred for personal reasons out of their salaries.

Credit card expenditures shall be submitted with original receipts to the Office Manager within three (3) business days of the statement date. Cardholders who do not submit their expenditures within this time frame will be asked to submit them immediately. If a credit card holder does not follow this Policy, his or her card will be cancelled. Lost or stolen Company credit cards must be reported to the Office Manager immediately.

CONFIDENTIALITY POLICY

The protection of confidential business information and trade secrets is vital to the interests and success of Cooke Electrical Contracting Inc.

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. Confidential information includes, but is not limited to, customer data, financial data, and employee data, business processes, practices, methods, plans, research, operations, services, strategies, techniques, trade secrets, computer systems and programming, operating systems, technologies, databases, compilations, manuals, records, material, sources of material, supplier information, vendor information, customer information, customer lists, financial information, market studies, marketing plans, marketing strategies, pricing information, personnel information, employee lists, supplier lists, vendor lists, customer lists, internal controls, sales information, sales plans, sales formulae, algorithms, business plans, and buyer lists of the company or its business affiliates, customers, suppliers, other associated third parties, or of any other person or entity that has entrusted information to the company in confidence.

Employees may be privy to or have access to confidential information belonging to Cooke Electrical Contracting Inc. during the course of their employment with Cooke Electrical Contracting Inc. None of this information should be discussed, revealed, or provided to any person, employee, or non-employee unless specifically authorized or required in the course of daily business.

Employee agrees: (i) to hold Cooke Electrical Contracting Inc. 's confidential information in strict confidence as a fiduciary and to take all reasonable precautions to protect such confidential information (including, without limitation, all precautions Employee employs with respect to its own most confidential materials), (ii) not to divulge any such confidential information or any information derived there from to any third person without valid authorization, (iii) not to make any use or disclosure whatsoever at any time of such confidential information except for the sole limited business purpose of providing services contracted either between the Employee and the company or the company and its customers, and (iv) to take reasonable steps to adequately

secure from unauthorized access all computers, devices or data storage units which contain or may be used to access any database or system from which confidential information may be obtained. Employees may not retrieve confidential information or access any company database or system using a device that is not password protected.

Compliance with this policy is a requirement for employment with Cooke Electrical Contracting Inc. An employee who discloses confidential information, except as provided above, is subject to disciplinary action, up to and including termination, and to other civil and equitable remedies that Cooke Electrical Contracting Inc. may have.

EMPLOYER INFORMATION AND PROPERTY

The security of our property is vital to the company's success. As a result, all employees share responsibility for ensuring that Company property is protected. Company property such as computers, copiers, printers and production tools are to be used for business purposes only. Office supplies, postage, shipping accounts and accounts with various vendors and suppliers are also only to be used for company business purposes only. Improper use of these items may result in disciplinary action, up to and including, termination.

Company property also includes also intangible property such as proprietary information and trade secrets. Proprietary information includes all information obtained by employees regarding the company, its respective practices, and its customers. As a condition of employment, you expressly agree not to use or disclose any customer information, proprietary information or trade secrets to any unauthorized person, Company or entity obtained during your employment with us, except as required to perform your job duties. Failure to adhere to these standards may result in corrective action, up to and including immediate termination of employment.

CONFLICTS OF INTEREST

Cooke Electrical Contracting Inc. 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. Cooke Electrical Contracting Inc. 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.

The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by another Company that is a competitor of or supplier to Cooke Electrical Contracting Inc.
2. Borrowing money from customers or companies, other than recognized loan institutions, from which our Company buys services, materials, equipment, or supplies.
3. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the company.
4. Participating in civic or professional organization activities in a manner that divulges confidential Company information.
5. Misusing privileged information or revealing confidential data to outsiders.
6. Using one's position in the company or knowledge of its affairs for personal gains.

7. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company business.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with the Human Resource Administrator for advice and guidance on how to proceed. Failure to adhere to these standards may result in corrective action, up to and including immediate termination of employment.

EMAIL AND INTERNET USAGE

It is the policy of the company to provide electronic mail (e-mail) and internet access for work-related purposes to specified individuals based on the job duties and responsibilities within the company. The company requires all employees granted such access to adhere to this and related policies to ensure proper, legal, and effective use of these electronic tools and resources.

Acceptable Use

All e-mail and internet information/language/etc. must comply with company policies and procedures, including, but not limited to, those on harassment, copyright law, trade secrets, and confidentiality. Unacceptable use of internet resources includes, but is not limited to, the following:

- Uploading, downloading, displaying, or distributing in any manner, material which others may find offensive.
- Divulging confidential information and/or corporate data.
- Knowingly interfering with communication, computer, or internet resources.
- Using company internet resources for any non-company activities.
- The use of any software whose primary function is to encrypt files.
- The use of another person's login and password to access or create any program, file, message, or record.

Company Rights and Privacy Issues

The company makes internet systems available for conducting official business. Using this system is a privilege, not a right. All electronic files and records utilizing company resources are the property of the company and may be copied, reviewed, audited, distributed, etc. as deemed necessary by the company. The company reserves the right to monitor and audit the operation of this system, to access and periodically review any or all of the records within it, and to retain or dispose of those records as it deems necessary. You should have no expectation of privacy and should expect that the system will be inspected and monitored.

E-mail is not private. Adding the words "Private" or "Confidential" does not make it so. Most e-mail is accessible to individuals other than the intended recipient. Realize that once an e-mail message is sent, it can be re-sent virtually anywhere to anyone. You have no control over a message once it leaves your computer.

E-mail, newsgroups, or any other internet-related activity are rarely anonymous. The company's address is usually embedded in the data transmitted and is visible on the recipient's screen. Whenever you access an internet newsgroup/chat room, you leave a trail of the company's internet address.

E-mail Records Retention Policy

Treat electronic records in the same manner as paper correspondence/reports. If it's necessary to save certain records for future use or to file as an official record, that information should be

printed out to be stored in the appropriate file or copied from the system to a separate file. Then delete the electronic records (incoming and outgoing) from the system.

Attachments or Files

Files received (whether through file transfer or e-mail attachment) have the potential to contain computer viruses. Keep this in mind when determining whether to open (read) a file or e-mail attachment, especially if the originator or business purpose for the file cannot be determined. While every precaution is made to ensure that viruses cannot reach the server level, a virus can still affect and disable a PC. If a “suspect” file or e-mail is received, contact the IT department, so that file or e-mail can be isolated and virus-checked before continuing.

Whenever an e-mail message with a file attachment is received, the e-mail message should be deleted after the attached file has been read and saved (if necessary) or is no longer needed, in order to release the disk space that this attachment would consume for further use.

Large file transfers (greater than 5 megabytes) or the attachment of large files to an e-mail message should be avoided whenever possible to avoid network degradation. When it is necessary to transfer or attach a large file, contact the IT department so performance-related issues can be managed.

Security Issues

Only approved staff members are authorized to install software onto desktop devices and servers (file, print, application-specific, and business), as well as laptop computers that are network-attachable. This ensures installation standards are consistently followed, start-up problems are resolved, centralized software license inventory procedures are followed, and network support and future support events are manageable. Never divulge passwords or information concerning company internet access, hardware, or software.

Representing the Company

Your participation in newsgroups, sending e-mail, or in any other internet-related activity represents the company and all employees. Keep the tone of e-mail messages business-like. E-mail is becoming less casual within the business world. Use proper grammar, and proof and spell-check all e-mails. Use the approved signature block with e-mail “responses;” the signature block is not necessary for “acknowledgements.” The approved signature block is: Author’s Name, e-mail address, phone number, fax number; company name and address.

Copyright, Trademarks, Patents, and Trade Secrets

The company honors copyright, trademark, patent, and trade-secret laws in all information handling. Use of information protected by these laws without permission carries civil and criminal penalties and is a violation of corporate policy, which may result in disciplinary action. Assume that all material is copyrighted or protected and is not to be used without determining its status. If you did not create it or do not own the rights, do not put it on the Internet. Copyrighted material may not be used, except by permission. The absence of a copyright notice is not proof that the material is public domain and available for use. All copyright matters should be directed to the Owner of the Company.

Downloaded Files

Removal of identification (author, publisher, etc.), or adding material to the file is discouraged, except as it conforms with existing policies and procedures. All electronic files and records utilizing company resources are the property of the company and may be copied, reviewed, audited, distributed, etc. as deemed necessary by the company. Violations of this policy may result in disciplinary action, up to and including termination.

SOCIAL MEDIA POLICY

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the company, as well as any other form of electronic communication.

Cooke Electrical Contracting Inc. understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established certain guidelines for appropriate use of social media. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of Cooke Electrical Contracting Inc. or the company's legitimate business interests may result in disciplinary action up to and including termination.

Carefully read these guidelines and ensure your social media activity is consistent with these requirements. Inappropriate postings or communications that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Off-duty use of social media. Employees may maintain personal websites or web logs on their own time using their own facilities and equipment. Employees must ensure that social media activity does not interfere with their work. In general, the company considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas.

On-duty use of social media. Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference customers or vendors of the company without express permission. The company monitors employee use of company computers and the Internet, including employee blogging and social networking activity.

Respect professional boundaries. Employees are strongly discouraged from "friending" customers or vendors of Cooke Electrical Contracting Inc. on Facebook and similar social networking platforms. The reason is that these platforms are most often used to connect with family and friends; this can easily blur professional boundaries that should exist between our employees and customers. Instead, encourage them to "like" and engage with Cooke Electrical Contracting Inc. on our official Facebook page.

Respect. Demonstrate respect for the dignity of the company, its owners, its customers, its vendors and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, do not use ethnic slurs, personal insults, or obscenity, or use language that may be considered inflammatory. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

Post disclaimers. If an employee identifies himself or herself as an employee of Cooke Electrical Contracting Inc. or discusses matters related to the company on a social media site, the employee must include a disclaimer stating that it does not express the views of the company and that the employee is expressing only his or her personal views. For example: "The views expressed on this website/blog are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related

to the company or the company's business. Employees must keep in mind that if they post information on a social media site that is in violation of Company policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

Competition. Employees should not use social media to criticize the company's competition nor should it be used to compete with the company in any manner.

Privacy and Confidentiality. Just as in any other setting, customer privacy and confidentiality must be protected at all times, especially on social media and social networking websites. These sites have the potential to be viewed by many people and any breaches in confidentiality could be harmful to the customer and in violation of federal privacy laws. Do not identify or reference customers, clients, or vendors of the company without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

New ideas. Please remember that new ideas related to work or the company belongs to Cooke Electrical Contracting Inc. Do not post them on a social media site without the permission of Management.

Links. Employees may provide a link from a social media site to the company's website during employment (subject to discontinuance at the sole discretion of Management).

Trademarks and copyrights. Do not use the company's or others' trademarks on a social media site or reproduce the company's or others' material without first obtaining permission. Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

Note: Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve terms and conditions of employment, such as wages and benefits.

Reporting violations. The company strongly urges employees to report any actual, possible, or perceived violations of this policy to Human Resources.

PERSONAL PROPERTY

Employees are responsible for all personal property on Company property or the job site . Cooke Electrical Contracting Inc. will not, under any circumstances, be responsible for any employee's personal property that is stolen, lost or damaged while on Company property or in Company property.

"Personal property" means any tangible item or thing belonging to an employee or third party which is brought onto Company property, and includes, but is not limited to, vehicles, personal tools, cash, watches, jewelry, radios, etc. Please be advised that employees do not have any expectation of privacy to personal property brought onto Company premises or areas as your office, desk, file cabinet, closet, or similar locations.

Cooke Electrical Contracting Inc. prohibits any personal items on the premises or worksite that are sexually suggestive, offensive or demeaning. Employees should understand that all personal property on Company property may be inspected for purposes of enforcing Company policies and to protect customers and other employees.

COMPENSATION & BENEFITS

COMPENSATION SCHEDULE

Cooke Electrical Contracting Inc. compensates employees on a bi-weekly basis. As a result, employees can expect to receive a paycheck every other Monday. If pay day falls on a weekend or a federal holiday, employees will receive their paycheck on the subsequent workday.

Please be advised that your paycheck will only be given to you or directly deposited into your bank account. If other arrangements are requested or necessary, a written authorization from you will be required for the paycheck to be given to anyone else.

DIRECT DEPOSIT POLICY

It is the policy of the company to issue employee compensation solely through electronic direct deposit. Direct deposit provides many benefits for employees, including greater security and faster access to funds. While the company does not provide a physical paycheck to its employees, it does provide a paystub reflecting their compensation and any applicable deductions for each direct deposit.

Employee payments will be electronically deposited directly into one or more checking or savings accounts designated by each employee. Accounts must be established with financial institutions, such as banks or credit unions that support direct deposit. Temporary exceptions to this policy may be made for new hires, to provide adequate time to set up a direct deposit account. Exceptions may also be made for employees who provide evidence that they cannot obtain an account at a financial institution offering direct deposit. Human Resources will assist employees with completing the necessary documentation as well as answering any questions or concerns about direct deposit.

In the event an employee does not have direct deposit and is unable or unwilling to enroll in a direct deposit program, their paycheck(s) will be mailed via first class mail to the address on record with Human Resources.

NOTE: Employees must notify Human Resources when there is any change to bank accounts that affect direct deposit. Changes must be received two weeks prior to the payday for which the change is to occur.

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 forty (40) in a workweek. Nonexempt employees will be paid time and one half their regular rate of pay for all hours actually worked in a workweek in excess of forty hours. Time taken for lunch is not included as time worked for purposes of calculating overtime. Paid leave, such as holiday, PTO, bereavement time, and jury duty does not apply toward work time.

All overtime work must be approved in advance by a supervisor or manager.

WAGE DEDUCTIONS

In accordance with state, federal, and local laws, Cooke Electrical Contracting Inc. automatically withholds certain mandatory deductions from an employee's paycheck. These deductions

include, among other things:

- Federal income taxes
- Federal Insurance Contribution Act (FICA) taxes
- Court-ordered wage garnishments and/or deductions; and
- State income taxes, where applicable

Cooke Electrical Contracting Inc. may make other payroll deductions permitted by and in accordance with federal, state, and local laws. If an employee wants the company to make a deduction from his or her paycheck, he or she must contact the Office Manager about the requested deduction. An employee needing to change income tax withholding allowances should contact the Office Manager to obtain a new Form W-4.

Cooke Electrical Contracting Inc. will make appropriate tax and withholding deductions. Additional deductions for the employee's share of benefit premiums, contributions to benefit plans and other lawful deductions will be made with the employee's written consent.

SAFE HARBOR PROVISION FOR EXEMPT EMPLOYEES

Cooke Electrical Contracting Inc. does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for one or more full days for personal reasons other than sickness or disability;
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees, or for military pay; or
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

During the week an exempt employee begins work for the company or during the last week of employment, the employee will only be paid for actual hours worked.

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from his or her pay, the employee should immediately report the deduction to the Office Manager. The report will be promptly investigated and if it is found that an improper deduction has been made, the company will reimburse the employee for the improper deduction.

PAYROLL CORRECTIONS AND DEDUCTIONS

Cooke Electrical Contracting Inc. takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. It is also the company's policy to make only those deductions from pay authorized by and in accordance with applicable law. In the unlikely event there is an error on your paycheck, please report it to the Office Manager as soon as possible.

The company wants employees to feel comfortable reporting complaints of this nature. Accordingly, the company strictly prohibits retaliation against any employee who reports wage deduction issues.

PAY INCREASES

Compensation for each employee is set at the point of hire. Increases in salary are at the discretion of management and will be subject to budgetary constraints and the current pay scale for the community where employed.

Increases are determined by the performance and abilities of the employee, with special consideration given to the quality of duties performed, special projects, the degree of responsibility connected with the job(s) done, punctuality, absenteeism, length of employment, neatness, the way employee deals with customers and fellow employees, and identified performance standards for their job position.

EXPENSE REIMBURSEMENTS

Cooke Electrical Contracting Inc. will reimburse employees for reasonable business expenses and travel expenses as long as they are necessary to meet the objectives of the business and have been pre-authorized by the company.

Upon return from the business trip, you must submit all eligible expenses by completing an expense form, accompanied by receipts, and sending them to your immediate supervisor.

You are expected to limit expenses as much as possible. The company reserves the right to limit reimbursement to reasonable expenses. Unusual or excessive expenses may not be reimbursed. The company reserves the right to investigate suspicious expense report items and withhold reimbursement until such investigation has been concluded. Questions about eligible expenses should be directed to a member of management.

HEALTH & DENTAL INSURANCE

Cooke Electrical Contracting Inc. currently offers group health insurance and dental insurance to its eligible employees. Full-time employees are eligible to participate in this benefit on the first day of the month following the completion of their first sixty (60) days of employment ("probationary period").

To assist its employees in obtaining health and dental insurance, Cooke Electrical Contracting Inc. will pay a portion of the employee's monthly premium. The employee will be responsible for paying the balance of that premium payment and the partial cost of any dependent premium payment through payroll deduction.

The benefits available under the health insurance and dental insurance policies are governed by the plan documents which can be obtained from Human Resources. Refer to the actual plan document and plan description if you have specific questions regarding this benefit plan as they are controlling.

LIFE INSURANCE

Cooke Electrical Contracting Inc. currently offers all full time employees a life insurance policy in the amount of \$20,000.00. The details regarding this benefit are governed by the specific plan

documents which can be obtained from Human Resources. Refer to the actual plan document and plan description if you have specific questions regarding this benefit plan as they are controlling.

WORKER'S COMPENSATION

Cooke Electrical Contracting Inc. pays the entire cost of worker's compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job. All claims are handled according to state regulations and proper insurance practices.

Notice To New Employees:

You may elect to retain your common law right of action if, no later than five days after you begin employment or within five days after receiving written notice from the employer that the employer has obtained coverage, you notify your employer in writing that you wish to retain your common law right to recover damages for personal injury. If you elect to retain your common law right of action, you cannot obtain workers' compensation income or medical benefits if you are injured.

COBRA

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; death of an employee; a reduction in an employee's hours; leave of absence; divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage after a qualifying event at the company's group rates plus an administration fee for continuation coverage.

Cooke Electrical Contracting Inc. provides each eligible employee with a written notice describing rights granted under COBRA when a qualifying event occurs. The notice contains important information about the rights and obligations of the employee and/or beneficiary(ies). Failure to timely comply with the notice may result in a loss of insurance coverage. It is imperative that each employee keep the company apprised of the status of his/her family life and age of dependents.

TIME AWAY FROM WORK

HOLIDAYS

Cooke Electrical Contracting Inc. recognizes the following holidays for the purpose of providing time off with pay to eligible employees each calendar year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day

Employees are eligible to receive holiday pay upon successfully completing sixty (60) days of employment with the company. When a Company holiday falls on Sunday, the holiday usually will be observed the following Monday. If a holiday falls on Saturday, the holiday usually will be observed the preceding Friday. In order to be paid for the holiday, an otherwise eligible employee must work his or her last scheduled workday before and first scheduled workday after the holiday, unless he or she is on an approved absence, other than a leave of absence. Holidays are not considered hours worked for purposes of calculating overtime unless an employee actually works on the holiday.

Cooke Electrical Contracting Inc. recognizes that some employees may wish to observe, as periods of worship or commemoration, certain religious days that are not included in the company's holiday schedule. Employees may use accrued vacation or personal time for this purpose. Otherwise, the time off will be without pay. The company will make a reasonable effort to accommodate an employee's religious beliefs, consistent with the company's operating requirements and provided such accommodation does not create an undue hardship for the company. An employee who wishes to request time off for a religious holiday should provide reasonable advance notice to his or her direct supervisor and Human Resources.

PAID TIME OFF

Cooke Electrical Contracting Inc. recognizes the importance of time off for rest, relaxation, and other familial or personal obligations. Therefore, employees may use Paid Time Off ("PTO") for any purpose including vacation, illness and personal appointments.

PTO Accrual

Full-time employees will accrue paid time-off according to the following schedule on an annual basis.

Wind Division Employees:	4.62hours/pay period	120 hour maximum/year
Non-Managerial Employees:	3.08 hours/pay period	80.08 hour maximum/year
Manager-level Employees:	4.62hours/pay period	120 hour maximum/year

The amount of PTO available is based upon an employee's job position and continuous length of service with the company and will accrue on a pay period basis. Employees should strive to use all their PTO during the year in which it accrues. In the event an employee has earned, but unused PTO available at the end of the accrual year, such time may be rolled over to the following year. Under no circumstances will an employee be permitted to "cash out" their PTO leave nor will they be entitled to receive compensation for any earned but unused PTO at the time of separation from their employment, regardless of whether the separation is voluntary or involuntary.

Use and Management of PTO

Cooke Electrical Contracting Inc. encourages employees to use their PTO responsibly and, whenever possible, to schedule time for vacations or personal leave appointments in advance. Except in cases of emergency or illness, employees must request PTO, in writing, at least two weeks in advance. To use PTO for planned absences (e.g., scheduled medical appointments), you must request the absence, in writing, at least five business days in advance. The company understands there may be occasions, such as sudden illness, when you may not be able to give sufficient advance notice. In those situations, however, be sure to inform your supervisor as soon as possible. Every time-off request will be evaluated and subject to approval depending on staffing needs at the time.

It is the employee's responsibility to coordinate vacations and planned time off with their supervisor in order to provide satisfactory coverage of workload and lessen any interruption with Company operations.

PTO must be taken in one (1) hour increments or in an amount rounding out to a forty (40) hour week. PTO also includes time off for unexpected emergencies or illness. Do not use PTO to cover time missed from work due to tardiness, except in the case of severe weather.

Employees must use any accrued PTO during any and all leaves of absence to the extent permitted by law. If a paid observed holiday falls or is observed during your PTO, you will be paid for the holiday and will not be required to use PTO for that day. Approved leaves of absence are not considered a break in continuous service and are included in determining length of continuous employment for purpose of determining the PTO accrual rate.

UNPAID LEAVE OF ABSENCE

Under certain circumstances, Cooke Electrical Contracting Inc. will allow employees to take an unpaid leave of absence. This leave is not classified as Family and Medical Leave Act (FMLA) as the company does not meet FMLA qualifications. A leave of absence may be requested for maternity, extended illness or extenuating circumstances. Requests will be considered on an individual basis. This leave is not classified as Family and Medical Leave Act (FMLA) as the company does not meet FMLA qualifications.

Employees wishing to take an unpaid leave of absence should submit a written request to their immediate supervisor as well as Human Resources. Such requests must include the period of time the employee anticipates being away from their job. Management will review the request and render a decision to the employee as soon as feasibly possible after the request is made. Management has full discretion to approve or deny any employee requests for an unpaid leave of absence.

BEREAVEMENT LEAVE

Any employee who wishes to take time off due to the death of family and close friends. In the event of a death in the immediate family of an employee, up to three days of paid time off may be granted to tend to family matters and funeral arrangements. Additional unpaid time off may also be granted on a case-by-case basis if necessary and appropriate. Contact Management concerning your specific needs if this becomes necessary.

VOTING

Cooke Electrical Contracting Inc. encourages all employees to vote. Employees may be absent with pay for the time required to do so. Schedule your absence at a time that is least inconvenient to, and approved by, your immediate supervisor.

JURY DUTY

All employees may be absent for jury duty, or to appear as a witness, without loss of pay. In order to receive compensation for this type of leave, employees must provide their supervisor documentation reflecting the required court appearance, i.e. summons, subpoena, etc. at least five (5) working days prior to the court appearance.

Jury absence will be noted on your time sheet or timecard. Time spent on jury duty will not be counted as hours worked for the purpose of computing overtime pay.

MILITARY LEAVE

Cooke Electrical Contracting Inc. follows the guidelines established by the Uniformed Services Employment and Reemployment Rights Act (USERRA) regarding military leave.

The Uniformed Services Employment and Reemployment Rights Act of 1994 is a federal law intended to ensure that persons who serve or have served in the Armed Forces, Reserves, National Guard or other "uniformed services:" (1) are not disadvantaged in their civilian careers because of their service; (2) are promptly reemployed in their civilian jobs upon their return from duty; and (3) are not discriminated against in employment based on past, present or future military service.

Requesting Military leave

When an employee is called to military service, USERRA requires the employee in the uniformed services to give advance written or verbal notice of the service to their employer, unless such notice is precluded by military necessity. The employee should submit a Leave of Absence Request Form to Human Resources when notified of an impending call to service as soon as possible and provide documentation.

Duration of Leave

Extended Military Leave: employees who must be absent from work due to military duty for a time period that exceeds ten working days will be placed on an unpaid military leave of absence for the time period consistent with military orders.

Temporary (Two-Week) Military Leave: In addition to the rights and benefits provided to employees taking extended military leave, employees who must be absent from his/her job for a period of not more than 10 working days each year in order to participate in temporary military duty are entitled to as many as 10 days of unpaid military leave.

Benefits During Military Leave

An employee on military leave may elect to continue the company health plan coverage and is required to pay only the employee's portion of the insurance premium when in the service for 30 days or less. Thereafter, the employee may elect to continue healthcare coverage as provided under COBRA. However, if coverage is terminated at the employee's option, the company may not impose a waiting period for benefit reinstatement upon return to employment. For more specific information regarding the status of Health Plan coverage and other benefits during

military leave, contact Human Resources.

An employee on military leave may opt to, but is not required to use Vacation pay during the time that he/she is performing military service. This is an exception to our other leave policies which requires an employee to exhaust all vacation leave prior to going into an unpaid status. Vacation time is not accrued while the employee is on military leave. The company will activate the returning veteran's benefits based upon the length of service he/she would have had if he/she remained on the job.

Returning to Work After Military Duty

To be eligible for protection under USERRA, the employee must report back to work or apply for reemployment within the following guidelines:

1. If the employee served fewer than 31 days or was away from the company for other qualified reasons, the employee must return to work the next regularly scheduled workday.
2. If the employee served more than 30 days but fewer than 181 days, the employee must notify his/her supervisor of his/her intention to return to work within 14 days after completion of service.
3. If the employee served more than 180 days, the employee must notify his/her supervisor of his/her intention to return to work within 90 days after completion of service.
4. Upon notification of intent to return to work, the employee must provide military discharge documentation to the Human Resources that establishes timeliness of application for reemployment and length and character of the staff member's military service.

An employee returning from military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have obtained with continuous employment. In addition, time spent on active duty will be counted towards eligibility for FMLA once the employee has returned to work.

If you have any questions regarding Military Leave please contact Human Resources.

WORKPLACE SAFETY & SECURITY

COMMITMENT TO SAFETY

Cooke Electrical Contracting Inc. is committed to providing a safe workplace. Accordingly, every employee is responsible for taking steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious and abiding by the company's policies and procedures, employees can protect themselves and their coworkers.

Employees are required to promptly report all unsafe working conditions, accidents, and injuries, regardless of how minor, to their immediate supervisors and Safety Director. Prompt reporting enables the company to correct potential hazards, ensure that injured workers receive treatment, and process workers' compensation claims. Failure to immediately report unsafe working conditions, workplace injuries, and/or accidents may result in disciplinary action, up to and including termination of employment.

Cooke Electrical Contracting Inc. prohibits any type of retaliation against an employee for reporting a safety concern, reporting a violation of this policy or cooperating with a related investigation.

ACCIDENT PREVENTION

Each employee has a personal responsibility in accident prevention. He or she has a responsibility to his family, to his fellow workers, and to his employer.

Some of the employee's responsibilities are as follows:

- In the event of immediate danger involving an attacker or individual who may be armed and dangerous, to comply with their requests in order to avoid physical harm and then immediate contact 911 after the individual has left the premises.
- To report all injuries immediately, no matter how slight the injury may be.
- To know and obey safety rules.
- To understand the consequences for violating established company safety rules.
- To caution fellow workers when they perform unsafe acts.
- To discuss questions or concerns with your supervisor when there is any doubt concerning safety.
- To refrain from tampering with anything which you do not understand.
- To report all unsafe conditions or equipment to your supervisor or management immediately.

ACCIDENT REPORTING

Any job-related injury or illness, regardless of severity, must be reported immediately to your supervisor for prompt evaluation and medical attention as necessary. For non-life-threatening injuries, the employee must report the accident or injury to their immediate supervisor prior to seeking treatment. This policy is not to preclude an employee from calling 911 or emergency personnel should the situation warrant immediate medical attention.

Failure to observe and follow the foregoing policies is grounds for disciplinary action up to, and including, termination of employment.

SAFETY EQUIPMENT

All required safety gear and equipment must be worn on the work site, in accordance with the customer's safety rules and regulations where the work of a Cooke Electrical Contracting Inc. employee may be located, and as required by the rules and regulations of the Occupational and Safety Hazard Administration (OSHA). Employees will be responsible for properly wearing and/or using the safety equipment that is provided and for reporting any damage or unusable safety equipment to their supervisor immediately.

FACILITIES SECURITY

It is the responsibility of all employees to make sure the facilities and work areas are secure. Any employee entrusted with facility keys shall make certain the facility is secure when that employee is the last to leave. This includes, but is not limited to, turning off appropriate lights as well as closing and locking all doors and windows. See your immediate supervisor if you will be left with this responsibility. If you notice any potential security risks, notify your immediate supervisor immediately.

AUTOMOBILE USE

Employees may be required to drive their personal vehicles and/or vehicles that are either owned or financed by Cooke Electrical Contracting Inc. in order to perform their job duties.

When personal vehicles are used for work purposes, the employee must have a valid driver's license, clean driving record, and personal auto liability insurance that is not only current but provides adequate coverage at the discretion of Cooke Electrical Contracting Inc. Not carrying insurance or having a high deductible, does not release the employee from financial responsibility for loss or damage to another person or property should an accident happen when using a personal vehicle for work purposes.

When an employee is driving their personal vehicle for business purposes, he or she is required to observe and obey all safety, traffic and criminal laws of the state of Texas. Non-employees are not allowed in the vehicle unless there is a work-related need and illegal or dangerous conduct while driving is strictly prohibited.

Any and all employees that operate a vehicle in connection with the performance of their job duties are required to do so in accordance with Cooke Electrical Contracting Inc.'s Vehicle Operations Policy as set forth herein and attached as Exhibit A. Any unauthorized or otherwise non-approved usage or non-compliance with the procedures listed herein or contained in the Vehicle Operations Policy shall exclude Cooke Electrical Contracting Inc. from any liabilities or claims for payment or reimbursement for use or service of that vehicle.

Employees who are involved in an accident while traveling on business must immediately report the incident to their direct supervisor and the Safety Director. Similarly, any employee who has their license suspended or is charged with a DWI or other similar infraction must immediately notify Human Resources and the Safety Director. Any documentation from law enforcement or from court documents must be submitted in conjunction with these matters.

Any employee who violates any part of this policy will be subject to disciplinary action, up to and including termination.

WORKPLACE VIOLENCE

All forms of violence and threats of violence are strictly prohibited in the workplace. Cooke Electrical Contracting Inc. has adopted a “zero-tolerance” policy for such conduct. “Workplace violence” is defined to include:

1. Physically aggressive, violent or threatening behavior, such as attempts to instill fear in others or intimidation;
2. Verbal or physical threats of any sort;
3. Any other conduct that suggests a tendency toward violent behavior. Such behavior includes, but is not limited to, excessive arguing, profanity, threats of sabotage of Company property, belligerent speech or a demonstrated pattern of insubordination and refusal to follow Company policies and procedures; or
4. Causing physical damage to Company’s facilities or defacing Company property.

If an employee becomes aware of or observes any of the above-referenced behavior or actions by a co-worker, customer, vendor, visitor, or any other party, he or she should notify his/her supervisor, any member of management, and/or Human Resources immediately. Employees should also notify Human Resources if they are aware of any restraining orders that are in effect, or of the existence of any other non-work-related situation with the potential to erupt into workplace violence.

All reports of violence in the workplace will be taken seriously and will be investigated thoroughly and promptly. To the extent possible, the company will keep the identity of the reporting employee confidential. However, under certain circumstances, the company may need to disclose the reporting employee’s identity (for example, to protect that individual’s safety).

Cooke Electrical Contracting Inc. will not tolerate retaliation in any form against an employee who makes a report of workplace violence. If, after a thorough investigation, the company determines that workplace violence has occurred, appropriate corrective action will be taken, and discipline will be imposed on the offending employee(s). The level of appropriate discipline will depend on the facts in each case, and may include oral or written warnings, reassignment of responsibilities, probation, suspension, or termination. If a non-employee is responsible for the violent activities, the company will take corrective action to ensure that such behavior is not repeated.

SUBSTANCE ABUSE

An employee under the influence of drugs or alcohol on the job can be a serious safety risk to himself or herself, to other employees, and in some instances, to the general public. The possession, use, or sale of an illegal drug in the workplace is unacceptable. Accordingly, the company has established a **zero tolerance policy** with regard to use, possession, or sale of drugs while at work, on Company property, or on Company business and with regard to the use or influence of legal drugs and alcohol if such use or influence may affect the safety of any person.

Cooke Electrical Contracting Inc. explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company premises or on the premises of a customer while performing an assignment on behalf of the company.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the company or customer premises, if such impairment or influence adversely affects the employee’s work performance, the safety of the employee or of others, or puts at risk the company’s reputation.

- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on Company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Cooke Electrical Contracting Inc. understands that employees may be prescribed legal drugs or take over-the-counter medication that may result in impairment. Nothing in this policy is intended to prohibit the legal use of over-the-counter medication. Individuals who take over-the-counter medication or other lawful medication that can be legally prescribed under both federal and state law to treat an illness or injury should inform their supervisor if they believe the medication will impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication. An individual should not report to work if he or she is so impaired. Individuals may use PTO for the absence. Additionally, employees should reach out to their supervisor or Human Resources to determine whether or not an unpaid leave of absence may be available.

On occasion, Cooke Electrical Contracting Inc. may sponsor a social or business-related event at which alcohol is served. This policy does not prohibit the consumption of alcohol at such an event. However, if an employee chooses to consume alcohol at such an event, he or she must do so responsibly and conduct themselves in an appropriate professional manner at all times.

Employees must cooperate with the company's investigation of possible violations of this substance abuse policy. As part of this cooperation, employees must report to their supervisor or Human Resources any known or suspected violations of this policy. An employee's refusal to cooperate with an investigation conducted under this policy will subject him or her to disciplinary action, up to and including termination.

Violation of any of the provisions of this Substance Abuse Policy may result in termination, even for a first offense.

DRUG AND ALCOHOL TESTING POLICY

Cooke Electrical Contracting Inc. is committed to providing a safe, healthy, and productive workplace that is free from alcohol and unlawful drugs as classified under local, state, or federal laws while employees are working for the company, whether on or off its premises. In furtherance of this commitment, Cooke Electrical Contracting Inc. maintains a policy by which the company may request or require applicants and employees to submit to alcohol or drug testing in certain situations. This policy is intended to comply with all applicable laws regarding drug and alcohol testing and privacy rights and will be administered accordingly.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

- **Pre-Employment.** In accordance with applicable law, prospective employees may be required to submit to a drug-test upon receipt of a conditional offer of employment from Cooke Electrical Contracting Inc.
- **Reasonable Suspicion.** In accordance with applicable law, individuals whose performance or behavior while on Company property or elsewhere while conducting Company business

gives rise to a “reasonable suspicion” that the individual has violated the prohibitions of this policy may be required to undergo immediate medical evaluation to determine fitness for duty and appropriate drug or alcohol testing.

- **Random.** All employees are subject to drug and alcohol testing on a random basis as authorized or required by state or federal law. The company will inform individuals in such designated positions that their position is subject to random drug testing.

Testing Procedures

Drug and alcohol testing under this policy may consist of a blood test, breathalyzer test, urinalysis or other appropriate and approved methods of conducting a drug test. All testing under this policy will be conducted by an independent testing facility licensed by the state in which the employee works, which will obtain the individual’s written consent prior to testing. Cooke Electrical Contracting Inc. will pay for the full cost of the test. All testing will be done with appropriate regard for accuracy, reliability, expediency, and employee privacy and confidentiality, and in compliance with applicable laws. The individual will not be allowed to work until the company receives the test results.

Confidentiality

All records relating to drug and alcohol test results will be kept confidential. The results of drug and alcohol tests shall not be disclosed without the prior written consent of the individual or a court order.

Consequences of a Positive Test

An alcohol test that reveals a concentration of 0.08 percent of alcohol in the employee’s blood stream will be considered conclusive evidence that the employee was “under the influence” of alcohol within the meaning of this Substance Abuse Policy. Evidence of a lesser concentration of alcohol will be considered along with other factors indicating impairment.

If a drug test reveals that an employee has illegal drugs in his or her system, the test results will be considered along with other evidence that the employee was “under the influence” of illegal drugs at the time of the test.

Consequences for Refusing to Submit to or Failing to Complete the Test

Individuals who refuse to submit to testing as required by the company or who fail to complete the test will be subject to discipline, up to and including suspension or immediate termination of employment.

Substance Abuse Treatment

An employee who is participating in a substance abuse assistance program may be required to undergo periodic drug/alcohol testing at any time at the sole discretion of management during the treatment, and for up to two years following completion of any substance dependency treatment program.

An employee who has successfully gone through treatment under a substance abuse assistance program and who subsequently is found to be “under the influence” or who tests positive on a periodic test as described in this Substance Abuse Policy may be terminated.

If you have any questions regarding this policy or if you have questions about drug and alcohol testing in the workplace that this policy does not address, please contact Human Resources.

HANDGUNS & CONCEALED WEAPONS POLICY

In the interest of maintaining a workplace that is safe and free of violence, Cooke Electrical Contractors Inc. generally prohibits the presence or use of firearms and other weapons on company property, regardless of whether or not the person is licensed to carry the weapon. In addition, in accordance with Section 30.06, Texas Penal Code, a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter company property with a concealed handgun. Also, pursuant to Section 30.07, Texas Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Texas Government Code (handgun licensing law), may not enter company property with a handgun that is carried openly.

At all times employees will comply with any and all law enforcement officers, applicable State and Federal laws, and company policies regarding the carry of a firearm. All other applicable laws, rules, and regulations governing the lawful carry of firearms will pertain to employees of Cooke Electrical Contracting Inc. Any employee found to be in violation of these policies will be subject to disciplinary action, up to and including termination.

WORKPLACE MONITORING

Cooke Electrical Contracting Inc. reserves the right to conduct searches to monitor compliance with rules concerning the safety of employees, security of employees and individual property, drugs and alcohol, and possession of other prohibited items. In requesting or performing a search, the company is not accusing anyone of a crime or improper conduct.

All desks, storage areas, lockers, and Company owned or financed vehicles or electronic devices are subject to search at any time, for any reason, with or without the employees' knowledge or permission. Therefore, employees should not expect that such property would be treated as being private and personal to the employee.

Employees should not maintain any expectation of privacy while using the company's computers, telephones, electronic devices, or other property, including their offices, desks, filing cabinets, lockers, bags or even personal property while on Company or customer premises. Furthermore, all workplace communications and electronic files are subject to employer monitoring.

Any search performed will be done in a manner protecting the employee's privacy, confidentiality, and personal dignity to the greatest extent possible. No employee will ever be physically forced to submit to a search. However, any employee who refuses to submit to a search request from Management or law enforcement will face disciplinary action, up to and including termination.

With the exception of personal vehicles, employees are prohibited from locking or securing any areas on the company's premises. In the event that a search is deemed necessary, the employee agrees to allow designated personnel to conduct such search.

All employees acknowledge that they have received a copy of and understand the contents of the company's policy on expectations of privacy in the workplace as reflected above.

RECEIPT AND ACKNOWLEDGEMENT

I, _____ (*employee name*), acknowledge that on _____ (*insert date*) I received a copy of Cooke Electrical Contracting Inc. 's Employee Handbook, and that I read it, understood it and agree to comply with it.

I understand that I am employed by Cooke Electrical Contracting Inc. on an at-will basis and that my employment may be terminated at any time, either by me or by Cooke Electrical Contracting Inc., with or without cause and with or without notice.

I understand that neither this policy nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized Cooke Electrical Contracting Inc. representative, **I am employed at will and this policy does not modify my at-will employment status.**

I understand that the Employee Handbook is not a contract but rather contains mere guidelines which do not give rise to contractual rights or obligations.

I understand that the Handbook is subject to change by Cooke Electrical Contracting Inc. at any time, with or without notice. I also understand that this Handbook supersedes all previous employee manuals, handbooks, policy statements and/or other similar documents adopted by the company.

I understand that Cooke Electrical Contracting Inc. has the discretion permitted by law to interpret, administer, change, modify or delete these policies at any time, with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify these policies. Changes can only be made if approved in writing by a Managing Member. I also understand that any delay or failure by Cooke Electrical Contracting Inc. to enforce any work policy or rule will not constitute a waiver of Cooke Electrical Contracting Inc. 's right to do so in the future.

Employee Name (printed)

Employee Signature

Date

COOKE ELECTRICAL CONTRACTING INC. 'S COPY

RECEIPT AND ACKNOWLEDGEMENT

I, _____ (*employee name*), acknowledge that on _____ (*insert date*) I received a copy of Cooke Electrical Contracting Inc. 's Employee Handbook, and that I read it, understood it and agree to comply with it.

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I understand that Cooke Electrical Contracting Inc. as the discretion permitted by law to interpret, administer, change, modify or delete these policies at any time, with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify these policies. Changes can only be made if approved in writing by a Managing Member. I also understand that any delay or failure by Cooke Electrical Contracting Inc. to enforce any work policy or rule will not constitute a waiver of Cooke Electrical Contracting Inc. 's right to do so in the future.

Employee Name (printed)

Employee Signature

Date

EMPLOYEE'S COPY

EXHIBIT A
VEHICLE OPERATIONS POLICY

1. INTRODUCTION.

The company Vehicle Operating Policy is designed to foster a safe driving environment and to protect employees, the public, the environment and Cooke Electrical Contracting Inc. The Policy is meant to benefit our employees and establishes policies, guidelines and procedures to govern the use of Company vehicles by employees across all operating areas.

Drivers of Company vehicles must obey all Federal, State and Local laws and regulations. In the event of a conflict, these laws will take precedence over any company policy, guideline, or procedure including this Policy.

This document outlines Cooke Electrical Contracting Inc. policies, guidelines, and procedures for Company vehicles and/or personal vehicles used for business needs with the following purposes:

- a. Provide drivers information necessary to properly operate and maintain vehicle
- b. To ensure that drivers understand the policies, guidelines and procedures associated with Company vehicles
- c. To clarify accountability between employees, Cooke Electrical Contracting Inc. and other stakeholders

This policy applies to all employees who use Company vehicles for any reason, as well as rental cars or personal vehicles when they are being used to conduct company business. This policy is subject to periodic audit and review to ensure applicability and compliance.

This policy does not attempt to account for every possible scenario associated with company vehicles. Instead, it provides a framework of requirements to which all employees must adhere. In addition to complying with such requirements, employees are expected to operate Company vehicles exercising due care and judgment and in accordance with all applicable laws, ordinances and regulations

2 VEHICLE ASSIGNMENTS.

- 2.1 Company vehicles are assigned to individual employees in order to facilitate the business of Cooke Electrical Contracting Inc. A company vehicle is not an entitlement to any employee.
- 2.2 Company vehicle assigned to an employee should not be driven by any other person, including another employee, except when an employee may be temporarily assigned another employee's vehicle exclusively for company business when business or operational needs make such temporary assignment necessary; provided that the employee to whom the vehicle is temporarily assigned is qualified to drive a Company vehicle in accordance with this Policy.
- 2.3 The person assigned responsibility of the company vehicle is responsible for the behavior and conduct of all persons occupying the vehicle.
- 2.4 Employees shall not carry passengers unless a passenger is involved in the performance of company business requiring the use of vehicles.
- 2.5 Each employee will be held responsible for the proper care, use and operation of the vehicle assigned to him/her. This includes, but is not limited to, properly completing vehicle inspection reports at the start of each shift and vacuuming the

inside of the vehicle with the equipment provided by the company at least once a week.

- 2.6 Operators of Company vehicles must hold a current and valid driver's license issued within the United States for the type of vehicle the employee is operating and proper endorsements as required by the Department of Motor Vehicles. Employees willfully operating Company vehicles without proper endorsement will be subject to disciplinary action, including but not limited to loss or restriction of driving privileges or termination of employment.
- 2.7 Employees assigned responsibilities for driving Company vehicles must report all status changes or restrictions to their driver's license immediately. Under no circumstance shall the employee fail to report to Management within twenty-four (24) hours, upon employee notification by the Department of Motor Vehicles, or law enforcement agency of the employee's driver's license status change or restriction.
- 2.8 A current copy of the employee's driver's license must be on file with the company at all times.
- 2.9 Employees' motor vehicle records will be checked at the discretion of the company at any time for any reason.

3 VEHICLE MAINTENANCE AND OPERATION.

- 3.1 The company vehicle represents Cooke Electrical Contracting Inc. and should be consistently cleaned and maintained in a professional manner.
 - a. Accumulation of trash shall be removed from the vehicle each day.
 - b. The dashboard, seats and floor shall be free of any unsecured objects that are not a functional part of the vehicle.
 - c. The dashboard, seats and floor shall be free of any unsecured objects that are not a functional part of the vehicle.
- 3.2 All drivers must conduct a daily walk around inspection of the company vehicle to ensure that it is in good working order. Drivers will immediately report any unsafe conditions or vehicle problems to their supervisor. Vehicles with problems that could affect safe operation will not be driven until the condition is corrected.
- 3.3 Drivers will report their monthly mileage on the first workday of a month for the preceding month's use. This report should be collected and submitted to your supervisor. Mileage is used to charge properties, gathering facilities, etc. This report should include the following:
 - a. The current mileage for the vehicle at the end of the month.
 - b. The total amount of miles driven in that month.
 - c. The amount of personal miles driven in that month. Personal miles are only to be driven in the case of an emergency.
- 3.4 The person assigned responsibility for Company vehicle operation is responsible to notify the company of any lapse of vehicle registration licensing.
- 3.5 Vehicles should not be altered in any way without approval from the driver's Manager and Company Management. This includes, but is not limited to electrical systems, mufflers, wheels, and shock absorber systems. Approval is required to ensure DOT compliance.
 - a. Tires are to be replaced with tires that are the same size as the tires that the vehicle was purchased with. Any alteration, including placing larger tires on vehicles may lead to future maintenance problems.
 - b. Managers may approve increasing tire sizes by one size for certain field applications as long as the vehicle continues to conform to the manufacturer's recommendations. Any changes to the tire size on a vehicle

must be reported to the Fleet Maintenance and Compliance Team for record retention as required by FMCSA / DOT regulations.

- 3.6 If the company Vehicle has a diesel engine with a Particulate Filter, the driver must limit the idling time. Many filters are not capable of self-cleaning. Therefore, if a warning light is monitored, the engine must be turned off or the truck must be immediately driven over 40 mph. Failure to do so may cause irreversible damage that will not be covered by a warranty. This filter is now being added to all diesels due to Federal Diesel Emissions Requirements.

4 VEHICLE SAFETY AND REGULATIONS.

- 4.1 It is prohibited to exceed the posted speed limits.
- 4.2 Seat belts must be properly worn at all times by the driver and all passengers in the vehicle.
- 4.3 It is prohibited to use a wireless communication device to view, send, or compose an electronic message or a laptop, tablet or notebook computer or other electronic device for any other purpose while operating a Company vehicle in a driving lane, including when stopped, (for example, at a stop sign or traffic light), except for:
- a. Making a telephone call using a hands-free cell phone, radio or other system. However, even the use of a hands-free system while operating a vehicle should be minimized, and calls should be limited to essential communications only.
 - b. Utilizing a global positioning or navigation system that is affixed to the vehicle. It is prohibited to manipulate or input data while the vehicle is in motion.
 - c. Obtaining emergency assistance to report a traffic accident, medical emergency, serious traffic hazard or to prevent a crime about to be committed.
- 4.4 Drivers should always use good judgment when parking and exiting a vehicle. Vehicles must not be left running without the driver in the driver's seat, except under the following circumstances:
- a. In extreme weather, nighttime conditions and when the truck is being used as a power source. In these cases, the vehicle must be placed in park, with the emergency brake engaged, and drive wheels should be chocked (if in 4-wheel drive, both front and back wheels must be chocked).
 - b. In situations where the vehicle will be stopped for less than 1 minute. In these cases, it is the driver's responsibility.

5 VEHICLE USAGE RULES AND RESTRICTIONS.

- 5.1 Passengers are permitted in Company vehicles as long as the passenger is an employee or customer of the company and the number of passengers does not exceed the number of available/working seatbelts. Passengers are never permitted in the bed of a truck while it is moving.
- 5.2 Company vehicles must not leave their resident state or active operational area (if such operational area covers multiple states), without prior written approval from the employee's manager.
- 5.3 It is strictly prohibited to transport, consume, or be under the influence of alcohol while operating a company vehicle.
- 5.4 It is strictly prohibited to consume or be under the influence of prescription/over-the-counter medication that could impair a driver while operating a company vehicle.

- 5.5 It is strictly prohibited to transport, use or be under the influence of illegal drugs while operating a Company vehicle (see Cooke Electrical Contracting Inc. Drug and Alcohol Policy).
- 5.6 The possession, storing, displaying and transportation of firearms or other weapons in a Company Vehicle shall be subject to the Policies in the Employee Handbook, as the same may be modified or replaced with a similar policy from time-to-time.
- 5.7 It is strictly prohibited to smoke in a Company vehicle.
- 5.8 Company vehicles must not be used to pull trailers or to carry all-terrain vehicles in the bed unless they are on official Company business, nor should the vehicles be used to move heavy items that are not associated with Company business.
- 5.9 It is strictly prohibited to conduct non-company business from your company vehicle. Personal use of a Company vehicle is expressly prohibited.
- 5.10 All Cooke Electrical Contracting Inc. vehicles will have Company approved identification stickers/markers. Exceptions can only be made with Management approval.
- 5.11 It is prohibited to have any non-Cooke Electrical Contracting Inc. approved stickers or decorations on a Company Vehicle. This includes, but is not limited to, decorative license plates, license plate frames and bumper stickers.

6 MOVING VIOLATIONS & TRAFFIC CITATIONS.

- 6.1 The company will not pay for any motor vehicle moving or stationary violations. Such violations are the responsibility of the person assigned to the company vehicle.
- 6.2 Any person receiving a vehicle moving code violation notice, while in control of any Company vehicle, at any time, is required to notify the Management in writing by email, fax or other written means within twenty-four (24) hours of receipt of such notice, whether or not the violation has been placed before any traffic court for final determination of fault.
- 6.3 Failure to properly notify Management within twenty-four (24) hours may be cause for immediate forfeiture of Company vehicle driving privileges, and/or termination of employment.
- 6.4 Mechanical defect violations (e.g. headlights, windshields, turn signals, etc.) will be paid by the company; however, the person assigned responsibility for the company vehicle is obligated by the policy to keep the vehicle in “sound” operating condition and to notify the company of any needed repairs.
- 6.5 Operation of a company vehicle causing Cooke Electrical Contracting Inc. to be issued a Civil Violation (Red Light Photo Violation) is against the company’s safety policy and the individual responsible operating said vehicle at the time of infraction is responsible for all fines, assessments, legal and court costs related to each violation.
- 6.6 Following notification of a red-light photo enforcement civil violation, management will notify the appropriate individual for which the identified vehicle was assigned. Written notification will be provided to the company employee for payment reimbursement by the date mandated on the notification or within five (5) working days of receipt of written notification.
- 6.7 Multiple red-light enforcement violations by the same person or failure to reimburse the company for a red-light photo violation will be subject to disciplinary action up to and including termination.

I have read the company’s Vehicle Operations Policy and understand and agree to its terms. I acknowledge that any violation of this policy can result in disciplinary action being taken,

up to and including termination. I will sign the below acknowledgement and return one copy to Human Resources where this form will be retained in my personnel file. Additionally, I will retain one copy of the signed agreement for myself and understand that I am expected to refer to it any time a question or concern arises regarding its terms and/or requirements.

Employee Name (printed)

Employee Signature

Date