



Competence and Quality since 1966

Team Member Handbook

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Welcome to the Company!

Welcome to your Big State Electric, LTD journey!

WE are excited that you have decided to join our team of dedicated and professional Team Members. We believe your employment with Big State Electric, LTD will be challenging, rewarding, and of mutual benefit to you and the Company.

Starting a new job is exciting, but at times it can be overwhelming. This document has been developed to help you become acquainted with our Company and answer many of your initial questions. Please note that this Handbook supersedes any previously issued handbooks or inconsistent policy statements. In cases where a collective bargaining agreement exists, the collective bargaining agreement shall supersede the information provided in this handbook.

As a Team Member of Big State Electric, LTD, the importance of your contribution cannot be overstated. Our goal is to provide the highest-quality services to our clients, and to do so more efficiently and economically than our competitors. We must be better than the rest! Our success will be predicated on creating value and satisfying the needs of our customers by providing quality work in a timely and safe manner. You are an important part of this process because your work directly influences all these elements, including our company's performance, reputation, safety, and overall success.

So let us take this opportunity to welcome you again to this incredible new journey – YOUR Big State Electric journey.

Sincerely,

Vincent Real
President & CEO

Company Overview

This Team Member Handbook (also collectively referred to as, "Team Member Handbook," "Handbook," "this Handbook," "this document") has been developed for the Big State Electric, LTD, collectively referred to as "Big State Electric, LTD," "Big State Electric," "Big State," "Big State Electric, LTD," "Company," and/or "the Company" throughout.

Additionally, for purposes of this document, the following definitions will apply:

THE South Texas (San Antonio), Central Texas (Austin), Southeast Texas (Houston and Corpus Christi Texas) North Texas (DFW) Chapters of the National Electrical Contractors Association ("NECA") International Brotherhood of Electrical Workers, Local Union No. 20, 60, 520, 716 and 278 ("IBEW").

Our construction department projects have included multi-story office buildings, healthcare, mission-critical education, industrial, retail space, and large tenant space finish-outs.

Big State Electric, LTD is a licensed, bonded and insured electrical contractor in the State of Texas and maintains membership in various community and trade organizations in San Antonio. The following is a brief list of the organizations in which the company holds principal or associate membership: National Electrical Contractors Association, Associated General Contractors of America, and the American Subcontractors Association.

Big State Electric, LTD is committed to providing quality electrical work at fair and reasonable prices. The company employs skilled electricians who maintain knowledge of current practices within the trade. Electrical products furnished by the company are the best the electrical industry has to offer.

Mission Statement

Big State Electric, LTD is committed to providing the finest in electrical and telecom construction on every project. Our pledge is to deliver beyond expectation with fastidious devotion to being on time and under budget. We strive to honor our clients' needs in every aspect of performance. Project by project we will build partnerships and futures together, one relationship at a time.

Customer Relations Philosophy

Maintaining satisfied customers is our highest priority; without our customers, we would not be here! In our efforts to obtain customer satisfaction, we have developed a strong Customer Relations Policy; therefore, please observe the following:

CUSTOMERS are the most important people in our business. CUSTOMERS are not dependent on us. We are dependent on them. CUSTOMERS are human beings with feelings and emotions like our own. CUSTOMERS are not someone with whom to argue or match wits. CUSTOMERS deserve courteous and attentive treatment. CUSTOMERS are both external to the organization as well as internal and should be treated no differently.

Team Member Relations Philosophy

Big State Electric, LTD's Team Member relations philosophy is based on the belief that the company and its Team Members constitute a partnership. Through this partnership, Team Members not only receive pay for their contributions but also unique benefits from working together as a part of a team. It is impossible to outline every detail of your employment, but we have made every effort to define basic policies and procedures. We do our best to offer pleasant working conditions, competitive wages and benefits, open communication, and Team Member involvement in all aspects of our organization.

We believe our success is due in large part to the positive relationship between the company and our Team Members. Please tell us if you have a problem or concern. We are always looking for ways to make this a better place to work.

Furthermore, we encourage you to share your thoughts on how we can operate the Company more safely, efficiently, and profitably. If you have any suggestions for adding to our effectiveness or reducing expenses, please present your idea in writing to the company President so your suggestion may be discussed and, if practical, put into operation.

Pledge to Safety

Big State Electric, LTD endeavors to provide each Team Member with the tools and knowledge to perform work safely. Team Members will receive a copy of the Safety Handbook upon hire, and when requested. Contact the Human Resource Department for more information.

Purpose of this Manual

This Team Member Handbook is intended to provide Team Members with a general understanding of Big State Electric, LTD's personnel policies and to answer many common questions. Team Members are encouraged (and responsible for) reviewing and becoming familiar with the policies in this document.

This document cannot anticipate every situation or answer every question about employment. To retain necessary flexibility in the administration of policies and procedures, the Company reserves the right to change, revise, or eliminate any of the policies; practices and/or benefits described in this Team Member Handbook, except for the policy of employment-at-will (see also, *Notice to Team Members and Employment-at-Will*).

The work conditions, wages, and/or benefits offered to Team Members are competitive with those offered by other employers in this area and in this industry; furthermore, our experience has shown that having a great attitude and speaking openly and directly with Leadership Team Members and/or human resource representatives creates a positive work environment. Team Members who have concerns about work conditions, compensation, etc. are strongly encouraged to voice these concerns openly and directly to any member of the Leadership Team and/or a human resource representative.

Information regarding insurance policies and other fringe benefits as described in this Team Member Handbook are considered summaries. Should the descriptions in this Team Member Handbook differ from any formal Agreement, document or other benefit provider information, only the most current Agreement, document or benefit provider information shall be considered valid.

Nothing contained in these (or any other Company) policies is intended to (and shall not be applied to) interfere with a Team Member's rights to engage in protected activities (concerted and/or otherwise) under the National Labor Relations Act, including the right to discuss wages, benefits, and/or other terms and conditions of employment within or outside the Company.

Notice to Team Members

This Team Member Handbook supersedes all previous Company Handbooks and/or policies, and/or any/all prior memoranda to the extent that such memoranda contradict a subject or policy covered herein. The policies and guidelines in this Handbook, safety policies, and/or other relevant policies, supersede any policy that appears to conflict with the other communication and/or policy.

If there is a conflict between policies, this Handbook, and/or any official amendment, and/or the National Electrical Contractors Association ("NECA") International Brotherhood of Electrical Workers Local Union ("IBEW") Binding Arbitration Agreement (as applicable) shall prevail as the controlling document.

Employment-at-Will

All Team Members, regardless of the classification or position, are considered employed “at-will.” This means employment may be terminated at the *will* of the Team Member and/or the Company at any time; with or without cause and/or with or without notice. No officer, agent, representative, or Team Member has any authority to enter into any Agreement with any Team Member or applicant for employment on other than an at-will basis.

Should any position in the Company require additional pre-employment criteria, such as a driver’s examination, background investigation and/or a pre-employment drug test, and/or if a Team Member has been offered employment before any such investigation or test is completed, employment is contingent upon a satisfactory result on all required tests and/or applicable screening.

Furthermore, nothing contained in Company policies, procedures, handbooks, manuals, job descriptions, employment applications, Bona Fide Offers of Employment, Conditional Offers of Employment, and/or any other documents shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

Deviation and Changes in Policies

This Team Member Handbook contains the employment policies and practices in effect at the time of publication. All previously issued Team Member Handbooks and any inconsistent policy statements, and/or memoranda are superseded by this document.

The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, and/or benefits, etc. stated in this Team Member Handbook or in any other document, except for the policy of at-will employment.

There may also be cases where situations are not addressed in this Team Member Handbook, or it would be appropriate to waive or modify a policy to meet the needs of a Team Member for specific situations. In such cases, a Team Member may submit a written request for modification or waiver to a member of the Leadership Team and/or a human resource representative for such a consideration. A decision by the Company to modify or waive a particular policy for a specific situation may not set a precedent for similar situations in the future.

Furthermore, when the facts of a situation call for deviations and/or changes from these policies, such as when various federal, state and/or local laws require, the Company may make exceptions to these policies which may or may not be bound by this Team Member Handbook information. Deviations from policies are not intended to create or imply a promise or representation of continued employment for any Team Member.

Any written changes to this Team Member Handbook may be distributed to all Team Members so that Team Members will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this Team Member Handbook and any changes as described in this policy must be in writing.

Any/all considerations for deviations from policies, procedures, work rules, and/or benefits, etc. shall be made with the strict and guiding principles of Equal Employment Opportunities and related policies as outlined in this document.

Open Door Policy

All Team Members are encouraged to share all good-faith complaints, questions, and suggestions with the Company. The most important relationship Team Members will develop will be between the Team Member and members of the Leadership Team and/or a human resource representative. Therefore, Team Members

are encouraged to go directly to any member of the Leadership Team and/or a human resource representative to discuss job-related ideas/insights, recommendations, concerns and/or any other important issues.

While the Company cannot guarantee that every problem will be resolved to each Team Member's satisfaction, the Company values all Team Member observations and encourages all Team Members to raise issues of concern in good faith without fear of retaliation.

Community Relations

The Company encourages outside involvement in community, industry and charitable activities, including (but not limited to); volunteering, making donations, and/or participating in community organizations, if these activities do not cause or create conflicts of interest or disruptions and/or create demands that interfere with the Team Member's job.

Commitment to Equality

Reporting Complaints

It is the responsibility of all Team Members to report any instances of unlawful harassment, sexual harassment, discrimination, bullying, workplace violence (including, but not limited to threats of violence, intimidation, etc.) and/or Company-policy violations to any member of the Leadership Team and/or a human resource representative, as appropriate, immediately (by the next business day, at the latest).

Please note that the Company is fully committed to the Open Door Policy as described in this document; therefore, it is not necessary to "follow the chain of command" when making any allegation.

All Team Members can raise concerns and make reports without fear of reprisal or retaliation (see also, Anti-Retaliation Policy).

If it appears that sexual or other unlawful harassment, discrimination, bullying, or any violation of any Company policy/practice, and/or federal, state, and/or local regulation, etc. have occurred, all available options for resolution will be explained to the complainant. The form of resolution selected will depend on several factors including (but not limited to) the seriousness of the offense; the availability of evidence, and the outcome desired by the complainant. All allegations will be investigated promptly and taken seriously.

To the extent possible, the confidentiality of the complainant(s); that of any witnesses and/or the alleged harasser(s) will be protected against unnecessary disclosure; however, confidentiality is not guaranteed as some information may be necessary to complete a thorough investigation. Upon completion of the investigation, the complainant may be informed of the outcome of the investigation as is permitted by confidentiality, regulations, and/or policies.

The complaint resolution process shall be initiated by a discussion and/or written complaint; a human resource representative and/or a member of the Leadership Team may assist complainants with the procedure, as appropriate.

All reasonable steps will be taken to foster consistency for similar violations and circumstances and certainly within the EEO policies and guidelines as outlined in this document; federal, state, and/or local laws and regulations.

Possible sanctions and/or remedial actions for any Team Member engaging in sexual and/or other unlawful harassment; discrimination, bullying, and/or policy violations include (but is not limited to) the progressive discipline policy as described in this document, and may include counseling, suspension pending

investigation; participation in educational programs, and/or further disciplinary action up to and/or including immediate termination.

Anti-Retaliation

Big State Electric, LTD strictly prohibits any form of retaliation against those who, in good faith, report, witness, oppose and/or participate in any investigation of any alleged wrongdoing in the workplace and/or in relation to the workplace. The prohibition against retaliation applies (but is not limited) to:

- The disclosure of information concerning conduct that the reporter believes is illegal or in violation of Company policies
- Legal use of federal, state, and/or local laws
- The provision of information and/or testimony to, and/or the filing of a complaint initiating proceedings and/or investigations with the Company
- Disclosures made during a compliance review, and/or any investigation or peer review process
- The filing of a legitimate complaint or incident report
- **All Team Members are strictly prohibited from participating in any form of retaliation.** Retaliatory behaviors include (but are not necessarily limited to) the following behaviors:
 - Real or implied threats or intimidation to attempt to prevent an individual from reporting alleged wrongdoing
 - Adverse actions with respect to any work assignments, salary, PTO, and/or any other terms of employment or applicant process
 - Unlawful discrimination
 - Inappropriate termination of employment
 - Adverse actions against a relative of the reporter who is employed by the Company
 - Threats of any of the above
 - "Taking sides," threatening, and/or or spreading vicious rumors because an individual reported alleged wrongdoing
 - Shunning, avoiding or encouraging others to shun or avoid an individual who has engaged in any of the forms reporting alleged wrongdoing
 - Refusing to hire an individual because the individual reported an alleged wrongdoing
 - Denying promotions; issuing unjustified poor evaluations, limiting opportunities and/or negatively affecting employment to an individual reported an alleged wrongdoing
 - Taking any form of unjustified disciplinary action because an individual reported an alleged wrongdoing
 - Extending a probationary period because an individual reported an alleged wrongdoing
 - Altering work schedules, material changes in the terms and conditions of employments such as work assignments because an individual reported an alleged wrongdoing

This policy does not prohibit action(s) that is/are taken for legitimate or non-discriminatory reasons, such as discipline for legal cause and/or refusing to hire because of inadequate qualifications. As a result, adverse action is only prohibited if it is causally connected to, or taken because of, the alleged protected activity.

Retaliation will not be tolerated, and retaliatory acts will lead to severe disciplinary action up to and including immediate termination of employment. Complaints of discrimination, harassment (including, but not limited to, sexual harassment) are taken very seriously and will be promptly investigated.

Equal Employment Opportunity Statement

It is the policy of the Big State Electric, LTD to provide equal employment opportunity to all Team Members and applicants for employment and not to engage in discrimination against or harassment of any persons employed or seeking employment on the basis of race, color, national origin, religion, sex, gender¹, gender expression², gender identity³, pregnancy⁴, physical or mental disability, medical condition (e.g., cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994)⁵ as well as state military and naval service.

This policy applies to all employment practices including: recruitment, advertising, and job application procedures, hiring, selection, promotion, demotion, upgrading, award of tenure, layoff, recall from layoff, termination; transfer, merit increase, salary, rate of pay and any other forms of compensation, including fringe benefits, job assignments, job classifications, job descriptions, and seniority lists; PTO and/or sick leave (if available), leaves of absence or any other leave; training and development, apprenticeships, attendance at professional meetings and conferences; and any term, condition or privilege of employment. Furthermore, this policy applies to all Team Members who may suffer an on-the-job injury, illness or accident.

This policy is intended to be consistent with the provisions of applicable federal, state, and/or local laws and Big State Electric, LTD policies. Big State Electric, LTD also prohibits retaliation against any Team Member and/or persons seeking employment for bringing a complaint of discrimination and/or harassment pursuant to this policy. This policy also prohibits retaliation against any person/persons who assists someone with a complaint of discrimination and/or harassment (including, but not limited to violations of Company policies), or participates in any manner in an investigation or resolution of a complaint of discrimination or harassment as is listed in this document. Retaliation includes (but is not necessarily limited to) threats, intimidation, reprisals, and/or adverse actions related to employment.

Big State Electric, LTD commits itself to apply good-faith efforts to achieve prompt and full utilization of individuals with disabilities, vets, minorities and women in all segments of its workforce whenever possible. These efforts conform to all current legal and regulatory requirements, and are consistent with the Big State Electric, LTD standards and unmitigated expectations of quality and excellence.

Big State Electric, LTD is committed to the principles of Equal Employment Opportunity. In order to ensure dissemination and implementation of equal employment and affirmative action throughout all levels of the Company, the human resource generalist has been selected as the Equal Employment Opportunity (EEO) officer for Big State Electric, LTD.

In accordance with the McNamara-O'Hara Service Contract Act (SCA or ACT), EEOC, AND IRCA regulations for federal contracts, Big State Electric, LTD participates in the E-verify program.

Inquiries regarding the Company's Equal Employment Opportunity policies may be directed to any member of the Leadership Team and/or a human resource representative.

¹ *Gender* refers to the sex of a person, including a person's gender identity and gender expression.

² *Gender expression* refers to a person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth.

³ *Gender identity* refers to an individual's personal sense of himself/herself as being male and masculine or female and feminine, or ambivalent.

⁴ *Pregnancy* includes pregnancy, childbirth, and medical conditions related to pregnancy or childbirth.

⁵ *Service in the uniformed services* includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.

Equal Employment Opportunity Officer

Big State Electric, LTD has appointed the Human Resource Department as the position of Equal Employment Opportunity (EEO) Officer in accordance with contractual requirements. Accordingly, this officer shall have the responsibility for effectively administering and promoting an active EEO Program. Although the EEO officer has other primary duties within the Company, the assigned department is capable of effectively discharging all the EEO duties as listed below. The aforementioned department and/or representative(s):

- Knows and understands all the assigned duties
- Is capable of effectively promoting and overseeing an active EEO Program
- Is assigned adequate authority and responsibility to discharge the duties of the position
- Will thoroughly indoctrinate all new members of the Leadership Team, and/or other Team Members, as required, in all aspects of the contractor's EEO obligations within thirty (30) days of hire or appointment to the new position
- Said individual shall demonstrate the ability to conduct thorough and prompt training programs and/or to oversee execution of effective and relevant training programs
- Shall conduct the required periodic EEO meetings
- Shall instruct, monitor, and assist personnel engaged in direct recruitment regarding procedures for locating and hiring females, individuals with disabilities, minority and/or veteran-group Team Members

The representative assigned in this document shall remain responsible for these duties until such time as a new officer is appointed by Big State Electric, LTD. Should Team Members have any questions, comments, or concerns, Team Members may contact any member of the Leadership Team and/or a human resource representative.

Sexual and Other Unlawful Harassment

The Company is committed to providing a work environment that is absolutely free from all forms of discrimination and/or conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, innuendos, and/or comments, etc. based on or because of an individual's protected status as described in this document including (but not limited to) sex, race, color, ancestry, religion, national origin, age, physical handicap, medical condition, disability, marital status, veteran status, citizenship status, sexual orientation and/or any other legally-protected characteristic in accordance with federal, state, local laws and regulations and/or Company policies will absolutely not be tolerated from anyone including (but not limited to) any/all Team Member(s), member(s) of the Leadership Team, co-workers, applicants, vendors, visitors, stakeholders, and/or anyone associated with Big State Electric, LTD.

Furthermore, the Company will not tolerate any form of sexual and any other unlawful harassment and/or sexually discriminatory conduct, including (but not limited to) sexual harassment that affects tangible job benefits; interferes unreasonably with an individual's work performance, and/or that creates an intimidating, hostile, or offensive working environment based on the person's protected class status.

Sexual and other forms of unlawful harassment consist of unwelcome/unwanted conduct, whether verbal, physical, or visual, that is based on a person's protected status and/or other legally protected group status in accordance with federal, state, local laws and regulations and/or Company policies.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and/or other physical, verbal, or visual conduct based on sex when:

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

- Submission to or rejection of conduct by an individual is used as the basis for employment decisions affecting that individual
- 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

Sexual harassment may include a range of implied; explicit and/or even subtle behaviors and may involve individuals of the same or different sexual orientation. Depending on the circumstances, these behaviors may include, but are not limited to, explicit sexual proposition, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against someone else's body. Under this policy, any discussion of sex while working or during course and scope of work is strictly prohibited.

All Team Members are responsible for avoiding sexual (and/or other unlawful) harassment, discriminatory behavior, bullying, etc. ALL Team Members (including, but not limited to those Team Members who conduct work on behalf of Big State Electric, LTD, who experience and/or witness harassing and/or discriminatory behavior; sexual and/or other unlawful harassment in the workplace are required to report the behavior to any member of the Leadership Team, and/or a human resource representative immediately (by or before the next business day).

The Company is fully committed to the Open Door Policy as described in this document; therefore, it is not necessary to "follow the chain of command" when making an allegation. Team Members may always raise concerns and make reports without fear of reprisal and/or retaliation as discussed in this document.

The Company will ensure that all Team Members take positive steps to comply with this policy. All members of the Leadership Team are required to be aware of potential discrimination and/or harassment, bullying, etc. situations; quickly resolve any issues that arise, and refrain from retaliating against (and/or allowing retaliation against), and/or harassing any Team Member involved in the filing, investigation, and/or resolution of a discrimination and/or sexual and/or other unlawful harassment claims as defined in this document.

All Team Members are encouraged to vocalize disapproval whenever experiencing and/or witnessing harassment, discrimination, bullying, and/or other offensive behavior. Team Members should vocalize any behaviors that violate Company policies, federal, state, and/or local regulations and that the behavior is to discontinue, immediately (upon hearing the request); however, if Team Members are uncomfortable taking this action; and/or if the conduct does not stop after warning the offending person, Team Members should immediately (by the next business day, at the latest) contact any member of the Leadership Team, and/or a human resource designee for assistance.

All allegations of discriminatory and/or sexual and/or other unlawful forms of harassment will be investigated as promptly, thoroughly, and impartially as possible.

To the extent possible, the confidentiality of the complainant(s); that of any witnesses and/or the alleged harasser(s) will be protected against unnecessary disclosure; however, confidentiality is not guaranteed as some information may be necessary to complete a thorough investigation. Upon completion of the investigation, the complainant may be informed of the outcome of the investigation as is permitted by confidentiality, regulations, and/or policies.

The complaint resolution process shall be initiated by a discussion and/or written complaint; a human resource representative and/or a member of the Leadership Team may assist complainants with the procedure, as appropriate.

All reasonable steps will be taken to foster consistency for similar violations and circumstances and certainly within the EEO policies and guidelines as outlined in this document; federal, state, and/or local laws and regulations.

Complaint Procedure

If a Team Member has been subjected to (and/or witnesses) sexual and/or other unlawful harassment, discriminatory, retaliatory, and/or any adverse treatment, the situation should be reported using the complaint procedure as listed in this document (see also, *Reporting Complaints* in this document). The Company is fully committed to the Open Door Policy as described in this document; therefore, it is not necessary to “follow the chain of command” when making an allegation.

If the investigation determines that sexual and/or other unlawful harassment has occurred, the Company will take immediate and appropriate action. Possible sanctions and remedial actions for any Team Member engaging in sexual and/or other unlawful harassment; discrimination, bullying, and/or Company policy violations include (but is not limited to) the progressive discipline policy as described in this document, and may include counseling, suspension pending investigation; participation in educational programs, further disciplinary action up to and/or including immediate termination.

All Team Members are required to cooperate fully and in good faith with the investigation and resolution of all discrimination, sexual and/or other unlawful harassment complaints (see also, *Reporting Complaints* in this document).

Americans with Disabilities Act (ADA) & Reasonable Accommodations

Big State Electric, LTD is committed to the fair and equal employment of individuals with disabilities under the Americans with Disabilities Act (ADA) and amendments. It is the Company’s policy to provide reasonable accommodations to individuals with disabilities who are qualified for the job in question unless the accommodation imposes an undue hardship on the organization. The Company prohibits any harassment and/or discriminatory treatment of Team Members based on a real and/or perceived disability and/or because a Team Member has requested a reasonable accommodation.

In accordance with the ADA as amended, reasonable accommodation(s) will be provided to qualified individuals with disabilities to enable the Team Member to perform essential/required job functions. This policy applies to all applicants; Team Members, individual(s) who enjoy a co-employment relationship with Big State Electric, LTD, and/or other appropriate personnel.

Disability

“Disability” refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. A “qualified person with a disability” means an individual with a disability who has the requisite skills, experience, and/or education for the job and/or position in question and who can perform the essential/required functions of the job with or without reasonable accommodation(s).

Reasonable Accommodation

Big State Electric, LTD will seek to provide reasonable accommodation(s) for a *known disability* or at the request of an individual with a disability. Many individuals with disabilities can apply for jobs and perform the essential and/or required functions without reasonable accommodation(s); however, there may be situations in which a workplace barrier may exist. A “reasonable accommodation” is any reasonable change or adjustment to the job application process; work environment, and/or work processes that would make it possible for an individual with a disability to perform the essential/required functions of a job. Examples of reasonable accommodations that may be considered include (but is not necessarily limited to):

- Changes to the job application process so that a qualified applicant/candidate with a disability will receive equal consideration for a job opportunity
- Modifications to the work environment so that a qualified individual with a disability can perform the essential/required functions of a job

- Adjustments that will allow a qualified individual with a disability to enjoy the same benefits and/or privileges of employment as other similarly-situated Team Members with or without disabilities

Essential/Required Job Functions

For each position, the job description typically identifies essential/required job functions. Essential/required job functions are reviewed routinely to ensure accuracy. Questions about job requirements should be directed to any member of the Leadership Team and/or a human resource representative.

Requesting Reasonable Accommodation(s) & the Interactive Process

Team Members with disabilities are responsible for requesting a reasonable accommodation from a human resource representative and engaging in an appropriate process to clarify needs and to identify possible accommodations. Said request may be documented in writing either with or without the assistance of the human resource representative.

Team Members should describe the problem or situation created by a workplace barrier in writing so that an appropriate accommodation may be considered. Typically, a human resource representative will work with the Team Member to identify possible reasonable accommodation(s); to assess the effectiveness of the accommodation(s); and/or to determine whether the accommodation creates an undue hardship to the organization, coworkers, processes, work-quality, and/or functions, etc.

Requests for healthcare provider information shall be made during an Interactive Process. The Interactive Process will allow the Company the opportunity to assist with identifying reasonable accommodations appropriate for the Team Member and the Company.

Requests for accommodation(s) may be denied if the accommodation creates an undue hardship to the organization. Furthermore, requests for reasonable accommodation(s) may require additional information from a healthcare provider. Failure to provide the requested information within the stated timelines (if any) may prevent the Company from assisting Team Members with securing reasonable accommodation(s).

Factors to be considered when determining whether an undue hardship exists includes (but is not limited to) the cost of the accommodation(s); the organization's overall financial resources, the financial resources of a particular facility at which the accommodation is to be made; the number of Team Members at the facility and/or of the organization; the ability to fairly and equitably accommodate the request; and/or the impact (if any) on the other Team Members.

While individual preferences will be considered, the Company is free to present and/or choose between equally effective accommodations.

Available Accommodations

Accommodations may include (but are not limited to) changing jobs, duties, and/or position (whether temporarily or permanently), modifying work schedules; using paid leave or leave without pay, allowing an exception to the dress and/or appearance code that does not affect safety requirements, and/or other aspects of employment, as applicable.

Depending on the type of conflict and suggested accommodation(s), the human resource representative may confer with members of the Leadership Team; however, ALL medical information shall remain confidential during these discussions.

Safety

All Team Members are expected to comply with all safety procedures. The Company will not place qualified individuals with disabilities in positions that pose or create a direct threat to the health or safety of others, themselves, or the Company. A “direct threat” means a significant risk to the health or safety of oneself or others that cannot be eliminated by reasonable accommodation(s).

The determination that an individual with a disability poses a direct threat will typically be made by a human resource representative based on factual, objective, evidence collected during a thorough investigation. Upon request, a written copy of the determination will be given to the Team Member. Team Members will be permitted to provide additional information to challenge the determination that a direct threat exists.

Team Member Notification of Accommodation

The human resource representative and Team Member will meet to discuss the request for reasonable accommodation(s) and the final decision on an accommodation request.

If the Team Member accepts the proposed accommodation(s), the human resource representative may implement the decision on a pre-determined timeline.

Team Members may request additional considerations should the final decision require further discussion.

The Human Resource Department may routinely confer with the Team Member to ensure that the accommodation is still appropriate and/or to determine whether a modification is necessary. Team Members may be required to update accommodation requests at routine intervals as defined by a human resource representative.

Confidentiality

All information obtained concerning private medical information will be treated as “highly confidential”; shall be maintained in separate medical files and disclosed only as permitted and/or required by law. Unless otherwise required by federal, state and/or local regulations, disclosing the nature of an illness or injury may not necessarily be required.

Team members are strictly prohibited from discussing personal and/or family medical information with other Team Members (including but not limited to self-disclosure) when not otherwise related to medical emergencies in which not disclosing the nature of the illness/injury, etc. poses a direct and/or immediate threat to the safety of the Team Member and/or other personnel, as applicable.

Anti-Retaliation

In accordance with the policies as outlined in this document, the Company strictly prohibits retaliation against any Team Member who exercises rights under the ADA and/or other applicable employment laws and/or applicable Company policies.

Complaint Procedure

If a Team Member has been subjected to (and/or witnessed) harassing, discriminatory, retaliatory, and/or any adverse treatment, the situation should be reported using the complaint procedure as listed in this document (see also, *Reporting Complaints* in this document).

The Company is fully committed to the Open Door Policy as described in this document; therefore, it is not necessary to “follow the chain of command” when making an allegation.

Any Team Member found to have engaged in harassment, discrimination, retaliation and/or violations of Company policies against any Team Member for exercising rights or for making a request for reasonable

accommodation(s) under the applicable policies as described in this document; federal, state and/or local laws and regulations will be subject to disciplinary action up to and including termination.

Service Animals at Work

Although Big State Electric, LTD does not typically allow animals in the workplace, individuals with a qualifying disability may request a reasonable accommodation under the Americans with Disabilities Act (ADA) to bring a service animal to work when medically necessary. In general, a service animal (typically a dog) is an animal trained to work or perform tasks for the benefit of an individual with a disability, such as guiding individuals with impaired vision, alerting individuals to an impending seizure, or pulling a wheelchair and fetching dropped items, etc.

Team Members requesting the use of a service animal (dogs) may contact the Human Resource Department and engage in the Interactive Process as defined in the ADA policy in this document, prior to bringing the animal to work.

In concert with the Leadership Team, a human resource representative will evaluate all requests to bring a service animal into the workplace to determine if the accommodation is reasonable and can be provided without undue hardship to the organization; coworkers, stakeholders, etc. as provided for in this document.

Team Members may be asked to bring the service animal to the workplace to demonstrate the animal's training and ability to be in the workplace without disruption. Furthermore, the Company reserves the right to request documentation certifying training for the animal. If an accommodation to allow a service animal in the workplace is granted, the arrangement may be permitted on a temporary and/or trial basis.

Team Members may be required to meet the criteria defined by the Americans with Disabilities Act (ADA), other applicable federal, state, and/or local laws (as applicable), as well as other requirements are listed below:

- Team Members may be required to sign a separate "Service Animals at Work" form prior to bringing the service animal to work
- The tasks or work the animal does must be directly related to the person's disability
- Service animals must wear an owner identification tag (which always includes the name and phone number of the owner)
- Prior to bringing the animal to work, Team Members will be required to provide proof of immunization against rabies, and other All animals must be immunized against rabies and other diseases common to that type of animal. All vaccinations must be current, and animals must be in good health.
- Reasonable behavior is expected from service animals while on company property. Disruptive and/or aggressive service animals must be removed from the premises immediately and permission to bring the animal to work will be revoked
- Service animals must be harnessed, leashed or tethered at all times, unless these devices interfere with the service animal's work or the individual's disability prevents them from using these devices, in which case the individual must maintain control of the animal through voice, signal or other effective controls
- This information should be included from the healthcare provider and during the Interactive Process
- If other Team Members are uncomfortable with the species of service animal, the Human Resource Department will assist with ensuring the coordination of the service animal meets the needs of the service animal owner and other Team Members in accordance with federal, state, and/or local regulations
- Team Members must ensure that all Company equipment, furniture, and/or other assets are not damaged by the animal
 - Team Members shall be responsible for paying for the full repair and/or replacement of any/all damaged property including (but not limited to) costs associated with cleaning

- Payroll deductions may be made in accordance with federal, state and local guidelines for this purpose
- Team Members are required to escort their own pet outside to use the restroom and are strictly prohibited from asking anyone else to assist with this task
 - Whomever brings/owns the service animal is responsible for cleaning up and disposing of any animal waste (both inside and out) in an appropriate container as soon as evacuation occurs
- Pet owners are solely responsible for providing all care/feeding/watering the animal
 - Whomever brings/owns the dog is responsible for providing food/water and is prohibited from asking anyone else to assist with this task
 - The Company is not responsible for providing food or water for the pets
- All office areas must remain free of odor
 - If the office smells like the animal, the Team Member will be required to wash the animal before the animal returns to the work area
 - Appropriate de-odorizing sprays (or related items) are the sole responsibility of the pet owner
 - Pet hair is the Team Member's responsibility – chairs, sofas, etc. are not in the office for service animals; Team Members are required to cover the furniture and/or bring something to remove fur from the furniture before leaving for the day
- In accordance with federal, state, and/or local regulations, Team Members shall not be paid for the time necessary to take the service animal home; for walks, and/or on breaks
 - Team Members who must take the service animal home, for any reason, are expected to return to work in accordance with the Attendance Policy outlined in this document

Please note that “emotional support animals” are not necessarily covered under this policy.

Contact the human resource representative for more information.

Life Threatening and other Illnesses in the Workplace

Team Members with life threatening illnesses, such as cancer, diabetes, heart disease, AIDS, etc. may wish to continue normal pursuits, including work, to the extent allowed by the medical condition, and as long as the illness is not contagious. The Company supports these endeavors as long as Team Members are able to safely meet performance standards, with or without reasonable accommodation(s).

As in the case of other disabilities and/or other medical information, the Company will make reasonable accommodations that do not create an undue hardship to the Company and in accordance with federal, state, and/or local regulations and/or Company policies and/or requirements as discussed in this document, to allow qualified Team Members to continue performing the essential/required functions of the job (see also, *Americans with Disabilities Reasonable Accommodations* in this document).

Confidentiality

All information obtained concerning private medical information will be treated as “highly confidential,” and maintained in separate medical files. Furthermore, the nature of an illness and/or injury shall not be disclosed unless otherwise permitted and/or required by federal, state, and/or local laws.

Team members are strictly prohibited from discussing personal and/or family medical information with other Team Members (including but not limited to self-disclosure) when not otherwise related to medical emergencies in which not disclosing the nature of the illness/injury, etc. poses a direct threat to the safety of the Team Member and/or other personnel, as applicable.

Team Members with questions or concerns about life threatening illnesses are encouraged to contact a human resource representative for information and referral to appropriate services and resources.

Genetic Information Nondiscrimination Act (GINA)

Big State Electric, LTD is committed to providing a work environment free of discrimination and/or harassment based on genetic information and/or any other basis protected by federal, state, or local law. According to the Equal Employment Opportunity Commission (EEOC), genetic information includes (but may not be limited to):

- Information about an individual's genetic test
- Information about the genetic tests of an individual's family members
- Family medical history*
- Requests for, and/or receipt of, genetic services by an individual or a family member
- Genetic information about a fetus carried by an individual and/or a family member; and/or about an embryo legally held by the individual or family member using assisted reproductive technology

*Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

Examples of genetic tests include tests to determine whether an individual has a certain genetic variant associated with an increased risk of acquiring a disease in the future (for example, genetic tests to determine a predisposition for breast cancer, or the risk of conditions such as cystic fibrosis). A test for HIV infection, a cholesterol test, and/or results of drug tests are not considered genetic tests.

GINA generally prohibits employers from requesting, requiring, or purchasing, an applicant's or Team Member's genetic information, even if it is never used. There are six exceptions:

- Information is acquired inadvertently (e.g., a team lead receives genetic information in response to a question about a Team Member's general wellbeing)
- Information is acquired as part of a Team Member's voluntary participation in health or genetic services, including wellness programs (individualized information is provided only to the individual; aggregated information that does not identify individuals is provided to the employer)
- Family medical history is needed to comply with the certification requirements of the Family Medical and Leave Act (FMLA) if applicable, state and/or local leave laws, or certain leave policies
- Information comes from publicly available sources such as newspapers, magazines, or electronic sources
- As part of genetic monitoring, information is required by law or provided on a voluntary basis (e.g., monitoring required by the Occupational Safety and Health Administration (OSHA))
- Employers conducting testing for law enforcement purposes (e.g., a forensic lab)

Big State Electric, LTD shall not require Team Members and/or healthcare providers to provide genetic information for purposes of evaluating a requested reasonable accommodation (e.g., to support a Team Member's request for reasonable accommodation under the Americans with Disabilities Act (ADA)). Furthermore, the Company shall comply with GINA's confidentiality requirements.

Anti-Bullying

Big State Electric, LTD is committed to providing all Team Members a healthy and safe work environment and will ensure that procedures exist to allow complaints of bullying to be dealt with and resolved without limiting any person's entitlement to pursue resolution of complaints. As with all other Company policies, this policy applies to all Team Members during normal working hours; at work-related and/or Company-sponsored functions, and/or while traveling for work-related business.

Bullying behavior is often persistent and part of a pattern, but it can also occur as a single incident. Bullying is unwelcomed and/or unreasonable behavior and/or actions, words, etc. usually carried out by an individual

but can also be an aspect of a group (“mobbing”) behavior(s) and/or action(s) that demeans, intimidates and/or humiliates people. Mobbing is the bullying or social isolation of a person or group through collective unjustified accusations, humiliation, general harassment or emotional abuse. Although mobbing is typically a group behavior, specific incidents such as insults or practical jokes, mobbing may be carried out by an individual as part of mobbing behavior.

Some other examples of bullying behavior may be (personal or public):

- Abusive and/or offensive language
- Severe, continuous and/or pervasive insults, (destructive) criticism, rumors, negative innuendo and teasing
- Trivializing of work and achievements
- Name-calling
- Isolating people from normal work interaction
- Excessive unreasonable demands
- Unfairly blaming for mistakes
- Deliberate exclusion from work-related/sponsored activities
- Practical jokes
- Deliberately berating an individual's work-habits
- Belittling or disregarding opinions or suggestions
- Unnecessarily criticizing, belittling or disregarding opinions or suggestions

Context is important in understanding bullying; particularly verbal communication. There is a difference between friendly insults and/or bantering exchanged by work colleagues and/or comments that are meant to be, or are taken as, demeaning by a reasonable person.

While care should be exercised, particularly if a person is reporting alleged bullying as a witness, it is better to be genuinely mistaken than to let actual bullying go unreported. All allegations of bullying shall be taken seriously and addressed promptly. Any investigation will be conducted with the highest degree of confidentiality as possible, and always consistent with completing a fair and thorough investigation (see also, “*Reporting Complaints*” in this document). Bullying may be subject to further disciplinary action up to and including immediate dismissal.

Human Rights Policy and Statement

Big State Electric, LTD is committed to maintaining a corporate culture that respects the principles aimed at promoting, protecting and supporting all internationally recognized human rights. We recognize our responsibility to respect human rights and avoid complicity in human rights abuses.

The Company is committed to promoting human rights to apply to all persons involved in the Company's operations including, but not limited to, Company Team Members, officers, contractors, leased workers, suppliers, vendors and customers. In situations where the Company does not have overall control of operations, we will take reasonable steps to ensure that the parties involved follow human rights principles similar to those stated herein.

While governments have the primary duty to protect and ensure fulfillment of human rights, Big State Electric, LTD believes that respecting human rights is a fundamental value of the Company. Big State Electric, LTD strives to respect and promote human rights in our relationships with our Team Members, customers, communities, indigenous communities, and other business stakeholders.

All Team Members can raise concerns and make reports without fear of reprisal or retaliation (see also, Anti-Retaliation Policy).

Big State Electric, LTD believes that Team Members should be treated with respect and dignity and work in an environment that is free from harassment and unlawful discrimination. The Company's commitment

to respect human rights in the workplace is manifested in our Code of Business Conduct, and policies, standards and practices. These policies and procedures adhere to all domestic laws, and we are committed to core principles including nondiscrimination in the workplace state, among other things, that we value and promote workforce diversity and do not tolerate unlawful discrimination or harassment. We maintain an ethical work environment that reflects the core values of our Company, and we provide a safe and secure workplace.

Our Team Members have access to the Human Resource Department directly through which concerns and questions can be raised and resolved effectively. Team Members are strongly encouraged to raise ethics, discrimination or harassment matters, and to report suspected violations of applicable laws, policies and/or our Code of Business Conduct. Retaliation for raising concerns in good faith is prohibited per our Internal Reporting and Non-Retaliation Policy.

Our Suppliers

Big State Electric, LTD strives to respect human rights through its supply chain by encouraging actions that are consistent with and further the objectives of our Code of Business Conduct, and by using suppliers whose corporate values are consistent with Big State Electric, LTD sets expectations of conduct through contractual language acknowledgement of Big State Electric, LTD Code of Conduct for Suppliers and Contractors to follow all applicable legal requirements in the areas of freely chosen employment; working hours; respect in the workplace; wages and benefits; health and safety; ethical sourcing; and the elimination of involuntary labor, human trafficking and child labor. We see relationships with our suppliers as an opportunity to share best practices and to promote continual learning and improvement with respect to human rights.

Our Customers

Big State Electric, LTD seeks to do business with customers who share our values with respect to human rights. We strive to carry out appropriate due diligence and encourage our customers to maintain high ethical standards and practices. Through our customer relationships we have an ability to share best practices, which we believe will help further the respect of human rights around the world.

Communities and Stakeholders

Big State Electric, LTD recognizes and enthusiastically accepts our responsibility to the communities we serve, through acting as a good neighbor and through involvement and support for community activities. We respect the rights of people in communities in which we operate. The Company will seek to identify adverse human rights impacts and take appropriate steps to avoid, minimize and/or mitigate them. The Company will strive to ensure that our communications with governments, regulatory bodies and public authorities are consistent with our human rights commitments, as stated herein.

Supplier & Contractor Code of Conduct Acknowledgment

Big State Electric, LTD establishes its expectations for ethical behavior, compliance, and professional standards through contractual agreements with all suppliers and contractors. As part of these agreements, all parties are required to formally acknowledge and adhere to the Big State Electric, LTD Code of Conduct for Suppliers and Contractors.

This acknowledgment confirms that suppliers and contractors understand and agree to comply with all applicable laws, regulations, and company policies, including but not limited to standards related to integrity, workplace safety, environmental responsibility, and fair business practices.

Failure to comply with the Code of Conduct or its acknowledgment requirements may result in corrective action, up to and including termination of the contractual relationship.

Workplace Security and Healthy Workplace

Big State Electric, LTD is fully committed to the health and safety of our workforce and to the protection of our neighbors, the environment and our assets. The Company will exercise reasonable care in providing each Team Member a workplace free of recognized hazards, including violent acts or threats of violent acts against Team Members or third parties within Company workplaces. The Company will not tolerate violence or threats of violence and takes reasonable measures to provide a safe workplace. The Company will take reasonable efforts to provide a safe and healthy workplace and comply with applicable safety and health laws and regulations, as well as internal requirements, and will not tolerate violence or threats of violence.

Diversity and Inclusion

Big State Electric, LTD values and advances diversity and inclusion in the workplace. The Company is committed to equal opportunity and is intolerant of discrimination and harassment. We work to maintain workplaces that are free from discrimination or harassment based on race, sex, color, national origin, ethnicity, religion, age, disability, sexual orientation, gender identification or expression, or any other status protected by applicable law, this also includes any form of sexual harassment. Qualifications, performance, skills and experience are the basis for recruitment, hiring, placement, development, training, compensation and advancement at the Company.

Rights of Indigenous Peoples

The Company respects the rights of indigenous peoples, insofar as they are affected by our business activities.

Labor Relations

Big State Electric, LTD is dedicated to creating a workplace that respects and values all Team Members and maintains an environment of open and direct communication. The Company strives to develop mutually rewarding relationship with Team Members through fairness, trust and integrity. Due to the direct partnership with Team Members, the Company respects freedom of association and collective bargaining, without fear of reprisal, intimidation, or harassment.

If it appears that sexual or other unlawful harassment, discrimination, bullying, or any violation of any Company policy/practice, and/or federal, state, and/or local regulation, etc. have occurred, all available options for resolution will be explained to the complainant. The form of resolution selected will depend on a number of factors including (but not limited to) the seriousness of the offense; the availability of evidence, and the outcome desired by the complainant. All allegations will be investigated promptly and taken seriously.

To the extent possible, the confidentiality of the complainant(s); that of any witnesses and/or the alleged harasser(s) will be protected against unnecessary disclosure; however, confidentiality is not guaranteed as some information may be necessary to complete a thorough investigation. Upon completion of the investigation, the complainant may be informed of the outcome of the investigation as is permitted by confidentiality, regulations, and/or policies.

The complaint resolution process shall be initiated by a discussion and/or written complaint; a human resource representative and/or a member of the Leadership Team may assist complainants with the procedure, as appropriate.

All reasonable steps will be taken to foster consistency for similar violations and circumstances and certainly within the EEO policies and guidelines as outlined in this document; federal, state, and/or local laws and regulations.

Possible sanctions and remedial actions for any Team Member engaging in sexual and/or other unlawful harassment; discrimination, bullying, and/or policy violations include (but is not limited to) the progressive

discipline policy as described in this document, and may include counseling, suspension pending investigation; participation in educational programs, further disciplinary action up to and/or including immediate termination.

Religious Observances

This policy applies to all applicants, Team Members, and/or individual(s) who enjoy a co-employment, temporary, seasonal, etc. relationship with Big State Electric, LTD, and/or other appropriate personnel.

Big State Electric, LTD endeavors to evaluate and consider all reasonable accommodation requests for *sincerely held* religious beliefs, practices, and/or observances conflict with work requirements. A “reasonable accommodation” is any reasonable request for a change or adjustment that would make it possible for individuals to observe individual religious practices without creating an undue hardship to the organization.

Requesting Reasonable Religious Accommodation(s)

Team Members are responsible for requesting a reasonable accommodation for religious observances (in writing) from a human resource representative, and/or engaging in an appropriate process to clarify what the Team Member needs and to identify possible accommodations.

Big State Electric, LTD reserves the right to investigate religious accommodation requests in accordance with federal, state, and/or local regulations, and the Team Member is responsible for providing any necessary documentation as requested.

Requests must be submitted in writing in advance (defined for this policy as 15 calendar days) of any specific event, if applicable. When requesting a reasonable religious observance accommodation in writing, Team Members should describe the problem and/or situation created by a workplace barrier so that an appropriate accommodation may be considered. Typically, a human resource representative will work with the Team Member to identify possible reasonable accommodation(s) and to assess the effectiveness of the accommodation for allowing the Team Member to perform the essential/required functions of the job without creating an undue hardship to the organization, coworkers, processes, etc. Requests for accommodations may be denied if the accommodation creates an undue hardship for the Company.

Factors to be considered when determining whether an undue hardship exists include (but is not limited to) the cost of the accommodation; the organization's overall financial resources, the financial resources of a particular facility at which the accommodation is to be made; the number of Team Members at the facility and of the organization; sincerity of the belief, the ability to fairly and equitably accommodate the request; and the impact (if any) on the other Team Members (in accordance with federal, state, and local regulations). While individual preferences will be considered, the Company is free to present and/or choose between equally effective accommodations.

Accommodations may include (but are not limited to) changing jobs, duties, and/or position (whether temporarily or permanently); using paid leave or leave without pay, allowing an exception to the dress and/or appearance code that does not affect safety requirements, or other aspects of employment.

Depending on the type of conflict and suggested accommodation, the human resource representative may confer with a member of the Leadership Team.

The human resource representative and Team Member will meet to discuss the request and final decision on an accommodation request. If the Team Member accepts the proposed religious accommodation, the human resource representative may implement the decision on a pre-determined timeline. Team Members may request additional consideration should the final decision require further discussion.

Equal Pay Act and Compensation Discrimination

Big State Electric, LTD is committed to ensuring that all payments made to all Team Members as remuneration for employment shall be made fairly and equally without discriminatory considerations as described in this Team Member Handbook and federal, state, and/or local laws. This policy includes all forms of compensation including salary, overtime pay, bonuses, Company-provided medical (and other) benefits, Personal Time Off (PTO), and/or holiday pay; cleaning, vehicle and/or gasoline stipends, hotel accommodations, reimbursement for travel expenses, benefits, etc.

All persons shall be given equal pay for equal work performed for or on behalf Big State Electric, LTD. The jobs need not be identical; however, the jobs must be substantially equal. It is job content, not job titles, which determines whether jobs are substantially equal. Specifically, the Company will not pay unequal wages to persons who perform jobs that require substantially equal skill, effort and responsibility, and that are performed under similar working conditions within the same establishment. Each of these factors is summarized below:

Skill: Measured by factors such as experience, ability, education, and training required to perform the job. The issue is what skills are required for the job, not what skills the individual Team Members may possess.

Effort: The amount of physical or mental exertion needed to perform the job.

Responsibility: The degree of accountability required in performing the job.

Working Conditions: This encompasses two factors: (1) physical surroundings like temperature, fumes, and ventilation; and (2) hazards.

Establishment: The prohibition against compensation discrimination under shall apply only to jobs within the Company. An establishment is a distinct physical place of business rather than an entire business or enterprise consisting of several places of business. In some circumstances, physically separate places of business may be treated as one establishment.

Pay Differentials: Pay differentials shall be permitted when based on seniority, merit, quantity or quality of production, and/or a factor other than sex or other protected groups as described in this Team Member Handbook or per federal, state and/or local laws.

Pay Transparency

Big State Electric, LTD will not discharge or in any other manner discriminate against Team Members or applicants for inquiring about, discussing and/or disclosing personal pay and/or the pay of another Team Member and/or applicant. However, Team Members who have access to the compensation information of other Team Members and/or applicants as a part of essential job functions are prohibited from disclosing the pay of other Team Members and/or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is:

- In response to a formal complaint or charge
- In furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer
- Consistent with the contractor's legal duty to furnish information

Immigration Law Compliance

Big State Electric, LTD employs only United States' citizens and individuals who are legally authorized to work in the United States. The Company does not discriminate on the basis of citizenship or national origin. To comply with the Immigration Reform and Control Act of 1986, all new Team Members, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and provide documentation

that establishes identity and eligibility for employment on the first day a Team Member begins work for pay. Former Team Members who are subsequently rehired may also be required to complete Form I-9 and provide appropriate documentation. Team Members who want more information on immigration law issues are encouraged to contact the human resource representative. All Team Members can raise questions or complaints about immigration law compliance without fear of reprisal. Big State Electric, LTD participates in the E-Verify program.

Vietnam Era Veteran's Readjustment Assistance Act of 1974 (30 USC 4212)

Vietnam era veterans, special disabled veterans and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized were originally protected in employment by the Vietnam Era Veterans' Readjustment Assistant Act of 1974 as amended, 38. U.S.C. 4212.

The law requires that employers with federal contracts or subcontracts of \$25,000 or more provide equal opportunity and affirmative action for Vietnam era veterans, special disabled veterans and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

A Vietnam era veteran is a person who: (1) served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964 and May 7, 1975, and was discharged or released with other than a dishonorable discharge; (2) was discharged or released from active duty for a service connected disability if any part of such active duty was performed between August 5, 1964 and May 7, 1975, and/or (3) served on active duty for more than 180 days and served in the Republic of Vietnam between February 28, 1961 and May 7, 1975.

A special disabled veteran is a person who is entitled to compensation under laws administered by the Department of Veterans Affairs for a disability rated at 30 percent or more; or, rated at 10 or 20 percent, if it has been determined that the individual has a serious employment disability; or, a person who was discharged or released from active duty because of a service-connected disability. Big State Electric, LTD shall comply with the related policies and procedures as required according to state and federal laws.

Covered veterans who believe they have been discriminated against by a federal contractor or subcontractor may file a complaint with the Office of Federal Contract Compliance Programs (OFCCP) or through the local Veteran's Employment Representative at a local State employment service office.

If any covered veteran believes a contractor of the United States has failed to comply or refuses to comply with contract provisions relating to the employment of veterans, the veteran may file a complaint with the Office of Federal Contract Compliance Programs by calling the OFCCP's toll-free help desk at 1.800.397.6251 or send an e-mail message to OFCCPPublic@dol.gov.

Workplace Violence Prevention

Big State Electric, LTD is committed to preventing workplace violence and to maintaining a safe work environment and has therefore adopted the following guidelines effectively manage intimidation, harassment, and/or other actual or threats of violence that might occur during business hours on Company property; and/or whenever representing and/or working on behalf Big State Electric, LTD (on- or off-site).

All Team Members, including (but not limited to), members of the Leadership Team, temporary, seasonal, and/or contracted, and/or co-employed Team Members; any co-workers, vendors, visitors, stakeholders, and anyone associated with our organization, etc. should be treated with courtesy and respect at all times.

For purposes of this policy, Team Members are expected to refrain from implying an/or explicitly stating threats individually, in groups, in private or publicly, electronically (including but not limited to social media),

with any individual, etc.; causing or participating in fights, "horseplay," inciting violence including through spreading rumors, gossip, etc. and/or any other conduct that may be dangerous to the Team Member or other individuals and/or groups.

The Company is eager to assist in the resolution of disputes; therefore, Team Members are encouraged to discuss disputes with any member of the Leadership Team, and/or a human resource representative before the situation escalates into violence.

Big State Electric, LTD will not tolerate conduct that threatens, intimidates, or coerces Team Members, applicants, any member of the Leadership Team, co-workers, vendors, visitors, stakeholders, and anyone associated with our organization, etc. (including, but not limited to off-duty periods when working for and/or representing the Company) that negatively affects job performance and/or capabilities. This also includes all acts of discrimination, sexual and/or other unlawful harassment, including harassment that is based on an individual's sex, race, age, or any other characteristic protected by federal or state law and/or as outlined in this document.

All Team Members are required to report any suspicious person(s); activities, threats, rumors, etc. to any member of the Leadership Team and/or a human resource representative, immediately. For purposes of this policy, "immediately" is defined as "upon noticing, hearing, reading, witnessing, suspecting, etc."

Big State Electric, LTD will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. To the extent possible, the confidentiality of the complainant(s); that of any witnesses will be protected against unnecessary disclosure; however, confidentiality is not guaranteed as some information may be necessary to complete a thorough investigation. Upon completion of the investigation, the complainant may be informed of the outcome of the investigation as is permitted by confidentiality, regulations, and/or policies.

To maintain workplace safety and/or the integrity of its investigation, the Company reserves the right to remediate the situation including (but not limited to) police intervention and/or in accordance with the Progressive Discipline policy in this document to include further disciplinary action, up to and including termination.

In accordance with federal, state, and/or local regulations, and Company policies outlined in this document, human resource representatives and/or any member of leadership may remove the individuals from the situation pending investigation (move to another job location; suspension, etc.) without pay. Non-contributory individuals may be compensated for the work-hours missed due to the investigation.

The complaint resolution process shall be initiated by a discussion and/or written complaint; a human resource representative and/or a member of the Leadership Team may assist complainants with the procedure, as appropriate.

All reasonable steps will be taken to foster consistency for similar violations and circumstances and certainly within the EEO policies and guidelines as outlined in this document; federal, state, and/or local laws and regulations.

Contraband and Weapons

In accordance with all applicable state and/or federal ordinances and/or laws Team Members shall not bring unauthorized firearms and/or dangerous or hazardous devices or substances into the Company or in areas otherwise prohibiting such items and/or materials without proper written authorization.

Furthermore, Team Members are strictly prohibited from bringing any unauthorized items to be used as weapons, including (but not limited to) firearms, knives, box-cutters, handguns, rifles, stun guns, pepper spray, etc., into the office/building, internal work areas, Company-leased and/or rented vehicles, etc. and/or when prohibited by law. Contraband items may also include (but is not limited to) stolen property, alcohol; illegal drugs, drug paraphernalia, martial arts equipment; tear gas; pornographic material, including sexually

explicit literature or photographs, material depicting either sex in a degrading manner, or any other material which is sexually offensive.

All Team Members are expected to report any violation of this policy to any member of the Leadership Team and/or a human resource representative, immediately (defined as “upon noticing the violation”).

Concealed Carry Policy

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

Open Carry Policy

PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

Anti-Theft

Theft, even on a small scale, can result in immense costs to the Company that affects raises, bonus opportunities and the ability to remain viable (and/or respected) in the workplace and/or community. Therefore, theft in any form is strictly prohibited. This includes (but is not limited to) unauthorized removal of Company/customer/client products and/or property; co-worker, visitor, supplier, etc. property, scrap products, office supplies/furniture, equipment, machinery, cash from petty-cash or other resources (regardless of intentions to pay the money back), and/or failing to clock in/out accurately within the prescribed geofence (time-theft).

If Big State Electric, LTD has reasonable cause to suspect theft, the Company reserves the right to conduct searches and inspections; contact the appropriate authorities, and/or hire the services of someone to conduct, searches and inspections (see, Security Searches and Inspections in this document).

All Team Members who have knowledge of or suspect theft and/or vandalism are required to notify any member of the Leadership Team and/or a human resource representative immediately (at least within 8 hours). Furthermore, all Team Members are required to participate in any investigation, fully and in good-faith. Team Members who participate in an investigation will not be retaliated against by any Team Member, including, but not limited to any member of the Leadership Team, and/or human resource representative, and as outlined in the Anti-Retaliation Policy in this document.

Refusal to participate in good faith in any investigation and/or any refusal to submit to a search and/or inspection is a violation of Company policy and may result in disciplinary action, up to and including IMMEDIATE termination of employment and may involve the authorities.

Security Searches and Inspections

Big State Electric, LTD shall maintain a safe work environment. There is no general or specific expectation of privacy in the workplace, either on Company property and/or while on duty.

All Team Members and all Team Member areas are subject to search at any time; with or without the Team Member being notified or present, in accordance with federal, state and/or local law. As a general rule, with the exception of items relating to personal hygiene or health, no Team Member should ever bring anything to work or store anything at work that one would not be prepared to show and possibly turn over to Company officials and/or law enforcement authorities.

Furthermore, the Company prohibits the possession, transfer, sale, control and/or use of such prohibited items on its premises or when working on behalf of or otherwise representing the Company. "Prohibited items" includes, but is not necessarily limited to, contraband (as described in this document), illegal drugs, unauthorized alcoholic beverages, prescription or synthetic "designer" drugs or medications not used or possessed in compliance with current/valid prescription(s); items used illegally as weapons, any items of an obscene, harassing, demeaning, or violent nature, and/or any property in the possession or control of a Team Member who does not have authorization from the owner of said property to possess or control the property. "Control" means knowing where a particular item is, having placed an item where it is currently located, and/or having any influence over its continued placement.

Team Member work areas, desks, lockers, briefcases, purses, backpacks, wallets, desk drawers, file cabinets, locking desk drawers and locking file cabinets, storage areas, personal property; personal cellphones and/or any personal vehicles parked on Company property may be subject to searches at any time.

Furthermore, the Company is not responsible for any personal items that are lost, damaged, vandalized, or stolen while on Company property; while working on behalf Big State Electric, LTD, and/or in personal and/or Company leased and/or rented vehicles.

Team Members are required to provide the Company with a key and/or combination for any locking furniture and/or other locking items located on Company property.

To facilitate enforcement of this policy, any given search may be restricted to one or more specific individuals, depending upon the situation. Searches may be conducted on a random basis or based upon reasonable suspicion. "Reasonable suspicion" means circumstances suggesting to a reasonable person that there is a possibility that one or more individuals may be in possession of a prohibited item as defined in this document and/or in accordance with federal, state, and local law. Any search under this policy will be done in a manner protecting Team Members' privacy, confidentiality, and personal dignity to the greatest extent possible.

Big State Electric, LTD will respond promptly to any unauthorized release of information concerning individual Team Members.

No Team Member will ever be physically forced to submit to a search by Company personnel; however, a Team Member who refuses to submit to a search request from the Company may face disciplinary action, up to and including immediate termination of employment.

Searches and/or inspections shall be conducted in strict adherence to federal, state, and local regulations and/or in accordance with any Company policy.

Drug and Alcohol-Free Workplace

Big State Electric, LTD does not tolerate the presence of illegal drugs or the illegal use of legal drugs in the workplace. Use, possession, distribution, and/or sale of controlled substances such as drugs and/or alcohol (0.04 non-drivers/0 drivers), and/or being under the influence of such controlled substances and/or alcohol is strictly prohibited whenever on Company property (whether or not on "on duty"), when representing the Company on or offsite; while on worksites, and/or while operating any Company equipment or Company rented and/or leased vehicles; and/or while operating personal vehicles on behalf of the Company.

Inappropriate use of alcohol, illegal drugs as well as the illegal use of legal drugs is a threat to us all because it promotes problems with safety, community, customer service, productivity, and/or the ability to survive and prosper as a business.

Team Members that need to take a prescription drug that affects the ability to perform the functions of the job are required to discuss possible accommodations with the Company human resource representative.

Possessing, using, selling, sharing/distributing, concealing, and/or transporting any of the following substances while conducting Company business on or offsite are strictly prohibited:

- Illegal drugs (drugs which are not legally obtainable and drugs which are legally obtainable but have been obtained illegally), controlled substances, marijuana, mood- or mind-altering substances, “look-alike” substances, designer and synthetic drugs, hormone enhancing and inhalants producing mood- or mind-altering vapors
- Unauthorized alcoholic beverages of any kind, including but not limited to, any intoxicating substance(s)

Prescription medications (except when meeting all the following conditions):

- The drugs have been prescribed by a licensed healthcare provider for the person in possession of the medication, and
- The drugs/medications are ingested or administered only in the prescribed or recommended dosages, and,
- Team Members who are taking prescription medication or any medication with a warning that the medication may affect the person physically or mentally must notify a member of the Leadership Team they are taking medication before starting their daily work activity. This is a personal responsibility of each Team Member. The Team Member may be required to get a work release from the prescribing healthcare provider listing work restrictions (if any) which may be associated with taking such medications prior to commencing work or determining reasonable accommodations

Policy Enforcement and Testing

Searches and Inspections - If for any reason the Company has reasonable cause to suspect there is alcohol/drug use, including (but not limited to) possessing, using, selling, sharing/distributing, concealing, and/or transporting while/if on Company property (regardless of whether or not “clocked-in”) and/or while/if representing the Company in any way, the Company reserves the right to enforce this policy at the sole discretion of the Leadership Team. In accordance with this policy. Big State Electric, LTD reserves the right to conduct searches and/or inspections; and/or hire the services of an outside (or internal) resource to conduct, searches and/or inspections, as appropriate and in accordance with federal, state, and/or local regulations. Any/all work areas (including, but not limited to), desks, lockers, briefcases, purses, backpacks, cellphones (personal and/or Company-issued), and/or any other Team Member personal property, and/or any vehicles parked on, and/or occupying (in any way), Company property may be subject to searches at any time with or without permission in accordance with appropriate regulations. Any personal items brought onto Company property are subject to search.

Refusal to submit to a search and/or inspection is a violation of Company policy and may result in disciplinary action, up to and including immediate termination of employment.

Post Offer of Employment – The Company may conduct drug and/or alcohol tests on applicants as part of a conditional offer of employment. Failure to submit to pre-employment testing may be grounds to deny and/or retract offers of employment. Test results must be returned with “negative” results in order to be determined acceptable for employment. If an applicant tests positive as described in this document, the conditional offer of employment may be withdrawn.

Reasonable Suspicion – When permissible by federal and state laws and/or the Company reserves the right to require drug and/or alcohol testing based on any reasonable suspicion that a Team Member is under the influence of drugs and/or alcohol (including, but not necessarily limited to the smell of an alcoholic

beverage). Refusal to submit to any drug and/or alcohol screening tests, as required, is a violation of Company policy and may result in disciplinary action, up to and including termination of employment.

Post-Accident/Injury – Team Members who have experienced, (directly or indirectly) caused and/or contributed to an on-the-job injury, illness and/or accident resulting in loss work time, medical treatment beyond first aid, accident or damage to Company equipment and/or in a vehicle accident while conducting Company business may be required to be tested for drugs and/or alcohol.

Random Testing - All Team Members may be subject to random drug testing.

Any refusal to submit to a drug test and/or alcohol test; and/or a “diluted” and/or any other result other than a “negative” test result may result in the same consequences as a positive drug test result.

Refusal to submit to any search, inspection; drug and/or alcohol screening is a violation of Company policy and may result in disciplinary action, up to and including IMMEDIATE termination of employment.

Progressive Discipline Policy

Disciplinary Action Information

The following system of progressive discipline has been established to improve communication between Team Members and members of leadership. Furthermore, this program creates opportunities for Team Members to correct work-related issues, address concerns, improve performance, recognize deficiencies, understand the expected standard of behavior, and identify consequences of behavior.

Albeit difficult to hear that things are not perfect, remember that the Company wants each Team Member to be successful and the only way this can happen is through open, honest, communication.

The disciplinary action steps described in this document represent the Company’s attempt at correcting behavior fairly and consistently, respectfully, and always in concert with the Equal Employment Opportunity – and related – policies in this document, and in accordance with federal, state, and/or local regulations. Furthermore, the steps in this policy may or may not be taken in the order presented; skipped, repeated, and/or combined with other disciplinary actions outlined in this policy at the sole discretion of the Company and based on the seriousness and/or repetition of the infraction.

As part of this program, note the following guidelines:

- Team Members shall have the opportunity to ask questions and provide feedback in regard to the issue(s) being discussed, and to communicate to leadership how the Company can assist the Team Member to improve
 - Using respectful communication, Team Members are encouraged use coaching/counseling, etc. time to ask for help and/or additional training; establish goals and objectives, and/or improve relationships, as applicable
 - All Team Members will have the opportunity to ask questions, and/or provide written commentary for any disciplinary step
 - The goal should **always** be to improve performance and/or behavior
- Signing documentation is not an admission of guilt, but rather, signatures represent an agreement that the Team Member was notified of the unacceptable behavior

- Team Members may or may not be required and/or asked to sign any documentation
- *Refusing to sign documentation will not change the outcome and/or expectations*
- Reprimands generally remain “active” for a minimum of one year after the incident depending upon the severity and/or seriousness of the violation and at the sole discretion of the Leadership Team; however, all documentation and/or reprimands may remain part of the Team Members’ permanent employment record and may be used to identify patterns of behavior
- Regardless of the verbal or written status, documentation may include facts regarding the activities leading to the disciplinary action; the policy and/or policies violated, witness statements, timelines, expectations, and potential ramifications for repeated/continued behavior
- Documentation of verbal and/or written counseling/coaching shall be retained in the Team Member’s personnel file
- Although the Company will make every attempt to maintain an appropriate/effective level of confidentiality, counseling/coaching, and/or reprimands, etc. may or may not include the presence of the Team Member, a member of the Leadership Team and/or witness(es)
- Among other items, documentation may include the policy and/or policies violated, objective facts leading to the write-up, timelines for improvement, and/or consequences should the behaviors continue.

Verbal Counseling/Coaching

Although less formal than a verbal reprimand, verbal counseling/coaching is conducted to educate Team Members and help avoid further ramifications and/or actions.

Verbal Reprimand

A verbal reprimand offers a more formal opportunity to document behaviors and improve performance; formally recognize deficiencies, effectively communicate the expected standards of behavior, and to identify the consequences of the behavior should the Team Member fail to correct the situation.

Written Reprimands

Also known as a “write-up,” a written reprimand is a more formal process issued when counseling/coaching, and/or other efforts have failed to render appropriate behavioral and/or performance, etc. changes. A written reprimand is typically conducted between the Team Member, a member of the Leadership Team, and/or a witness, and serves to formally discuss/document behaviors and improve performance; recognize deficiencies, effectively communicate the expected standards of behavior, and to identify the consequences of the behavior should the Team Member fail to correct the situation.

During a written reprimand, the Team Member shall be notified of the specific rule or policy violation, the expectations for improvement and/or the required corrective action.

Probation

Probation is a formal option issued concurrently with a written reprimand when other counseling/coaching efforts have failed to render behavioral and/or performance, etc. changes. Placing a Team Member on probation allows the Team Member the opportunity to improve behaviors within a specifically-stated timeline.

In accordance with the EEO policies as stated in this document, and/or federal, state, and local regulations, the Company may choose to modify, limit, extend, and/or eliminate the time between performance and/or salary reviews, job criteria and responsibilities, job titles, Company-sponsored benefits (such as PTO, bonus opportunities, pay, and/or other criteria).

PTO may not continue to accrue and/or may not be used during disciplinary probation.

Suspension and/or Suspension Pending Investigation

Formal suspensions are used when the facts of any infraction indicate that behaviors have not improved, and/or if/when the seriousness of the infraction(s) place(s) the Team Member, and/or co-workers, the Company, the community/public, and/or other stakeholders in jeopardy.

This step may also be used to give the Company an opportunity to fully investigate and/or resolve complaints ("Suspension Pending Investigation"). Team Members involved in allegations of sexual harassment, discrimination harassment, serious policy violations, bullying, workplace violence (including, but not limited to threats of violence), and/or those situations that represent a serious allegation or pose a threat to safety may be removed from the workplace.

Depending on the situation, and at the sole discretion of the Leadership Team, suspensions may begin immediately and/or at a future (communicated) timeline. Suspensions and/or suspensions pending investigation conclude when a final decision has been made regarding appropriate disciplinary action. Depending upon the infraction, the suspension shall be for one, two, three (or more) business days.

Any member of the Leadership Team has the authority to immediately suspend any individual who may threaten the safety and/or well-being of others.

Investigations will be conducted expediently and closed when all the facts have been carefully evaluated and all options have been carefully considered (see also, *Commitment to Equality* policies in this document).

If the investigation concludes that the situation was "unfounded" or "without just-cause," the Team Member may receive regular compensation for the time lost due to the investigation; otherwise, the time remains unpaid.

Demotions

Demotions may be selected as an appropriate disciplinary response for poor performance and/or behavioral/policy infractions at the discretion of a member of the Leadership Team. As with other disciplinary steps, disciplinary demotions typically run concurrent with verbal, written and/or other disciplinary steps.

Demotions remove the Team Member from the current area of responsibility and assumes that the Team Member will no longer participate in those activities. Demotions may be temporary or permanent and may include a decrease in compensation, bonus opportunities, rank, seniority, responsibilities, change in job titles, work hours, duties, etc. Team Members shall receive one full pay-period notice of changes in compensation.

Team Members may also voluntarily request a demotion in writing. In this scenario, the Leadership Team will meet with the Team Member to discuss options prior to approving a demotion request.

Team Members will be notified of any changes and timelines before changes are made, in accordance with federal, state, and/or local regulations.

Involuntary Termination

If disciplinary steps have proven ineffective and/or unsuccessful, and/or the situation warrants more severe measures than the progressive disciplinary policy provides, Team Members can be involuntarily dismissed from the organization.

More serious violations, including but not limited to, the items listed under “*Automatic Termination/Impermissible Conduct*” in this document, may preclude the progressive steps outlined in this document and may require the Team Member to be immediately terminated.

Automatic Termination/Impermissible Conduct

The following list of offenses may be considered severe enough to warrant “skipping” the routine disciplinary steps up to and including immediate termination. This list is in no way considered all-inclusive, nor shall this list be the only factor used in determining the level of disciplinary action. In accordance with the EEO and related policies in this document and/or federal, state, and local regulations, the following offenses may be considered serious enough to warrant automatic involuntary termination from the Company:

- Failing to fully and honestly participate in any investigation, falsifying a report and/or deliberately misleading any investigation
- Threatening, intimidating, coercing, bullying, or interfering with another Team Member or individual
- Discrimination, harassment, bullying, sexual harassment; discourteous and/or unlawful conduct as described in this Handbook or in direction violation of any federal or state law
- Retaliation of any kind; failing to report and/or prevent retaliation
- Testifying, reporting, or offering false information pertaining to any confidential matter as defined in this document, concerning the Company, the operations and/or activities
- Knowingly and/or willfully (directly or indirectly) improperly representing information to the Company; clients, customers, stakeholders, and/or anyone associated with the Company
- Failing to report situations when Team Member becomes aware that a co-worker has knowingly and/or willfully (directly or indirectly) improperly represents information to the Company; clients, customers, stakeholders, and/or anyone associated with the Company
- Use of profanity or obscene gestures
- Consuming unauthorized intoxicating beverages and/or operating a personal vehicle while conducting business on behalf Big State Electric, LTD while under the influence; possessing, selling or using narcotics, barbiturates, marijuana, or other prohibited drugs as defined in this document while on duty, or on Company property, and/or reporting for duty under the influence of intoxicating beverages, narcotics, synthetic “designer” drugs, barbiturates, marijuana, and/or other illegal drugs as described in this document
- Any instance of no call/no show may be considered job abandonment and will be reported as such for purposes of Unemployment or for other government agency purposes
- Willful damage or abuse of any property
- Failure to disclose outside secondary employment; working for an organization determined to be a conflict of interest
- Theft, (including, but not limited to) any unauthorized possession, use, and/or removal of property
- Discussing sex and/or discussing, reading, and/or participating with/in any sexual topic while at work and/or during course and scope of work-related activities
- Theft of time including (but not limited to) recording time while outside the prescribed geofence; falsely representing time spent working at a scheduled location, and/or failing to accurately record time in/out when required to do so
- Failing to turn GPS off when clocking in or out, as required
- Disabling, disrupting, tampering with (temporarily or otherwise) any required geofence system (including, but not limited to, cellphones, vehicles, equipment, etc.), as applicable
- Fighting, horseplay, or disorderly conduct
- Creating or contributing to an unsafe or unsanitary condition

- Acceptance or payment of any bribes, kickbacks, or other illegal/unethical payments
- Sabotaging or subversive activity of any kind
- Restricting, promoting, encouraging, agitating, engaging in or supporting suspension of work, slowdowns, or any other interruptions of production
- Any instance of insubordination, refusing to carry out reasonable work requirements/assignments, disrespectful behavior
- Refusing to dress appropriately, and/or use appropriate attire and/or safety/PPE for the job
- Excessive tardiness or unexcused absences from work as determined by the Leadership Team
- Excessive use of mobile phones, radios, pagers, electronic communication or devices, etc. for non-Company business during business hours
- Soliciting the participation of or participating in a lottery, game of chance, fantasy leagues, or other form of legal or illegal gambling on Company property without prior permission
- Unauthorized removal, defacing or altering of bulletin boards and/or any Company/customer/client, etc. property
- Falsification, obliteration, and/or destruction of any records or reports; claims pertaining to injuries occurring on Company premises; claims for any benefits provided by the Company; communications; or records including personnel and production records
- Committing an immoral, unethical, and/or indecent act while on Company property and/or on Company time and/or when/if representing the Company regardless of whether the act was committed during the Team Member's workday
- Conviction of any offense by a court of law which, in the sole discretion of the Leadership Team, would preclude that Team Member from being able to perform the duties as assigned
- Gaining unauthorized access to Company records, documents, and/or files whether locked and/or otherwise accessible
- Tampering with, preventing or otherwise altering security and/or other monitoring equipment including but not limited to hardware and software
- Falsifying expense reports and/or using Company resources to purchase any unauthorized/personal goods or services
- Discussing medical information
- Tampering with, preventing or otherwise altering security and/or other monitoring equipment including but not limited to hardware and software
- Performing substandard work, whether in quality or quantity, after receiving instructions for proper procedure and technique
- Causing or contributing to unnecessary waste
- Arguing with clients, customers, and/or other stakeholders; failing to report arguments
- Discussing prices, costs, donations, sales, markets and/or any other confidential and/or proprietary information as described in this document with competing industries and/or interests, thereby threatening organizational operations
- Making any unlawful pricing agreements with vendors; any instance of price-fixing, bid rigging, or other forms of collusion
- Possessing a prohibited weapon on Company and/or any other property or during the commission of work-related activities and/or when representing the Company
- Failing to work and/or participate in work during a voluntary two-weeks' (and/or other) notice of termination
- Failing to promptly report an accident (motor vehicle, work- or non-work-related, or otherwise), illness and/or injury as defined in this document
- Using Company facilities inappropriately and/or when not appropriately assigned, as defined in this document
- Refusing to permit and/or fully participate in any search and/or inspection, including (but not limited to) security inspections
- Refusal to submit to drug and/or alcohol screening; diluted, inconclusive and/or suspicious test results
- Leaving a workstation, workplace, and/or work assignment without permission
- Using unauthorized exits or accesses to areas

- Any safety violation and/or repeated safety offenses as determined by the Leadership Team
- Any other violation of Company policies; federal, state, and/or local regulations, whether or not specifically addressed in this list

Employment Assessments and Expectations

Review of Personnel Processes

Big State Electric, LTD shall routinely review its personnel processes and policies to determine whether its present procedures ensure careful, thorough and systematic consideration of the qualifications of known protected groups as described in this document. The review covers all procedures related to the filing of job vacancies either by hire or by promotion, as well as all training offered or made available to Team Members.

Although every attempt will be made to notify personnel of changes, Big State Electric, LTD reserves the right to modify any personnel process at any time, with or without advanced notification.

Employment Applications

All candidates shall complete, sign, and date a standard employment application form. Resumes will not be accepted in lieu of a completed application form; furthermore, writing “see resume” or similar verbiage on the application may not qualify for a “completed” application form. The application form should be completed in detail and signed by the applicant to verify the accuracy and completeness of previous employment and personal information.

Big State Electric, LTD relies on the accuracy of the information provided on the employment application, as well as the accuracy of other data presented during the hiring process and employment. The Company may investigate any portion of the information provided on the application for employment, including (but not limited to) requesting information from previous employers, references, education, etc.

If there are any misrepresentations, falsifications, or material omissions in any of this information, the Company may exclude the applicant from further consideration for a position within the Company.

Furthermore, current Team Members may face further disciplinary action for current Team Members, up to and inclusive of termination for misrepresentations, falsifications, and/or material omissions of any information provided on the employment application.

Employment References and Background Screening

Background Screening

To manage and reduce Big State Electric, LTDs’ exposure to risk, including fraud or theft, and to maintain a safe workplace by ensuring that all persons with access to Big State Electric, LTD facilities and information resources are subject to an appropriate employment eligibility verification and criminal background investigation.

The Company will comply with all federal, state, and/or local regulations, and adhere to contractual requirements when assessing the timeline for offenses to impact continued or new employment.

This program will apply to all:

- Big State Electric, LTD Team Members
- Any/all Big State Electric, LTD applicants for employment
- Non-Big State Electric, LTD workers (contract workers, unpaid interns and volunteers as defined in the non-Big State Electric, LTD-Worker policy) who hold security badges for access to restricted areas for any length of time

NOTE: Exceptions given for non-Big State Electric, LTD workers are listed below in the “Does Not Apply” section.

This program DOES NOT APPLY to:

- Visitors (including plan participants or members, job interviewees, board-meeting attendees and participants, and the general public)
- Delivery, pickup, and/or vending service providers (e.g., FedEx, UPS, vending-machine services, and/or food delivery)
- Team Members of contracted administrators of Big State Electric, LTD programs who provide services on behalf of Big State Electric, LTD, but do not have security badge access
- State and/or other government Team Members on official business

Team Members will receive a summary of rights under the Fair Credit Reporting Act (FCRA) prior to submitting information for background screening.

In the event of adverse employment action, based in whole or in part on the criminal background, motor vehicle history and/or other background information obtained throughout this process, Team Members shall be provided appropriate notification as required by federal, state, and/or local laws.

Although Big State Electric, LTD reserves the right to rescind or modify any offer of employment, prior criminal records may or may not affect employment and/or continued employment with the Company as determined by bona fide contractual obligations, and/or other reasons in accordance with federal, state, and/or local laws. Additionally, consideration may be given concerning the nature of any criminal conviction, the relation of the conviction to the prospective Team Member's current duties, and the length of time that has passed since such conviction.

Team Members may be required to sign a separate *Background Screening Policy and Program* document.

Motor Vehicle Record (MVR) Screening Requirements (See also, Vehicle Use Policy)

Team Members who drive Company-owned, leased and/or rented vehicles; and/or those who drive personal (or other) vehicles on behalf of the Company may be required to submit to routine verification of driving records, at the Company's discretion. Failure to meet the minimum driving record standards as required by the Company insurance carrier may face disciplinary action, up to and including termination.

Employment Referrals/References/Confirmations of Employment

The Human Resource Department shall respond (in writing) upon receiving a written and signed request for references and/or employment verifications from other entities and/or employers. The Company will only confirm employment dates, salary information, and the title(s) of the position(s) held. The Company will not release any employment data without a current or former Team Member's written authorization and signed release. This information shall only be provided by the Human Resource Department.

Employment of Relatives/Nepotism

Effective January 1, 2023, the Company may refuse to hire relatives (including roommates, spouses and/or partners; common-law or otherwise) of current or past Team Members if doing so could result in actual or potential difficulties in supervision, security, safety, and/or morale, or if in doing so could create potential conflicts of interest.

For purposes of this policy, Big State Electric, LTD may define “relatives” as spouses (including common-law), children, siblings, parents, in-laws, step relatives (including that associated with common-law relationships), aunts, uncles, niece, nephews, cousins, grandchildren and grandparents. Also included shall be close friends, roommates (whether a social/romantic relationship exists). Under no circumstance shall any individual described above be permitted to work with the Company, in any capacity, if the relationship is with any member of the Human Resource Department.

If two Team Members marry or become related as described above, causing actual or potential issues (such as those described above), only one of the Team Members may be retained with the Company unless other reasonable accommodations can be made to eliminate the actual or potential issues.

Under no circumstance shall any member of the Leadership Team be permitted to supervise or be responsible for the tasks and/or activities of subordinate relatives.

the Company has the sole discretion to determine whether a relationship presents a potential negative impact to the organization. Big State Electric, LTD reserves the right to make recommendations and/or select from remedies which can include:

1. Requiring the Team Members to work different shifts
2. Transferring and/or reassigning Team Member(s) to another location and/or position; or,
3. Requiring the individuals to decide which individual will resign, in which case, each party shall put the decision in writing and submit the decision to a human resource representative

Consensual, Intimate, Social Relationship, Dating Agreement

Big State Electric, LTD is committed to providing a workplace that is free of harassment, discrimination, conflicts of interest, and unfair bias against any Team Member. Furthermore, the Company will not tolerate any unwelcome or offensive conduct; discrimination or retaliatory conduct that creates a hostile, intimidating, and/or abusive work environment, and/or sexual and other unlawful harassment. Team Members who have voluntarily entered into a consensual intimate and/or social relationship may be asked to sign a *Consensual Intimate and/or Social Relationship Agreement* prior to starting the relationship. Team Members who enter any relationship shall agree to the following:

- The social and/or romantic relationship is welcome and consensual by both Team Members
- Either Team Member may terminate the relationship at any time without suffering workplace retaliation in any form
- Team Members shall not enter into a consensual relationship with a subordinate Team Member at any time. If Team Members seek a relationship with subordinate Team Members, the subordinate and/or Leadership Team member and/or human resource representative, etc. shall accept a change in status, employment, and/or assignment to avoid the unnecessary appearance of impropriety
- The Team Members will not engage in conduct that could reasonably be regarded by other Team Members as unfair bias
- The Team Members will always behave professionally toward each other, even if the social relationship ends

- The Team Members will not engage in public displays of affection and/or other inappropriate conduct in the workplace or at work-related functions
- The social relationship does not violate the Company's anti-discrimination and anti-harassment policies, and participation in the social relationship has not been made a condition or term of employment
- The Team Members will inform the human resource representative immediately (by the next business day) if the social relationship ends or if the conduct of the other Team Member is no longer welcome

The Company has the sole discretion to determine whether or not a relationship presents a potential negative impact on the Company; furthermore, the Company reserves the right to make recommendations for remedies which can include:

- Requiring the Team Members to work different shifts
- Transferring and/or reassigning Team Member(s) to another location, department, and/or position; or,
- Requiring the individuals to decide which individual will resign, in which case, each party shall put the decision in writing and submit the decision to a human resource representative

Any disputes arising from any social relationship must not interfere with work, nor shall Team Members be permitted to engage other co-workers into the dispute. Big State Electric, LTD will not tolerate any instance of retaliation including (but not limited to) shunning and/or ignoring (or encouraging others to shun and/or ignore) other Team Members; refusals to work with other Team Members or otherwise failing to remain productive as a result of disputes from a social relationship of any kind at work.

All Team Members are expected to remain professional regardless of the social interaction.

This policy is not intended to invade Team Members' privacy or to prevent relationships, but rather, this policy serves to affirm that both Team Members have received and agree to comply with all relevant policies. Failure to follow this policy may lead to further disciplinary action, up to and including termination.

Children and Minors in the Workplace

Big State Electric, LTD is committed to providing Team Members with a safe, professional and productive work environment that encourages unprecedented attention to the needs of our customers. To achieve these objectives, the presence of children in the workplace during the Team Member's workday is inappropriate and is to be avoided except in emergency situations and must be pre-approved by a human resource representative. Team Members who bring children to the workplace must adhere to the following rules:

- Children are strictly prohibited from entering or staying on any customer/client work area and/or any area where power tools and/or Company equipment is in use
- Children are required to always remain with a parent/guardian and in designated areas only
- Parents/guardians are strictly prohibited from asking Team Members and/or any other worker to watch over children for any length of time
- At no time are parents/guardians permitted to leave children with other Team Members or other workers regardless of whether or not other Team Members and/or workers agree to watch over the children
- Parents/guardians are required to maintain cleanliness over all areas in which children are present
- At no time may parents/guardians ask anyone else to clean up after said child/ren
- Children are not permitted to use any office supplies, Company equipment (including, but not limited to computers, printers, electronic devices, pens, pencils, paper, etc.)
- At no time shall children be permitted to interrupt the routine flow of work for any reason. This includes, but is not limited to, interrupting telephone conversations or customer contact, remaining

in other Team Member's offices, asking questions of other Team Members and/or touching/interacting with items in any office

The Company reserves the right to send Team Members home at any time and/or for the Team Member to use available paid time off in lieu of bringing children into the workplace during work hours. Team Members who are sent home may be required to return-to-work and/or may not be paid in accordance with Company; federal, state, and/or local regulations.

New Team Member Onboarding

New Team Members (and in some cases, re-hired Team Members) will receive a copy of the Team Member Handbook to review and sign. Team Members may also be required to complete other necessary paperwork including (but not limited to) Form I-9, benefits and payroll forms; disclosures and/or other personnel documents. If Team Members need additional copies of the Team Member Handbook and/or other policies, please notify a human resource representative as soon as possible. Copies of these documents are also available at the main office.

Medical Examinations

A medical examination may be required for certain positions or under certain circumstances, after an offer of (or during the course of) employment. When a medical examination (second, and/or third opinion) is requested, the medical examination may be conducted by a Company-appointed healthcare provider at the Company's expense. Employment and assignment may be conditional pending the receipt of a satisfactory healthcare provider report.

Current Team Members may also be required to undergo medical examinations. When necessary, these exams will evaluate a Team Member's ability to perform the essential/required functions of the position or determine a need for possible accommodation. Pre-employment medical examinations will only be conducted for all Team Members in the same job category and will be scheduled at reasonable time intervals.

Furthermore, some special projects may require medical screening and/or immunizations. Team Members may refuse such special screening and immunizations without fear of retaliation by the Company; however, refusing the requirements may limit the opportunity to work on such projects.

Performance Observations

Performance observations are conducted daily through routine interactions between Team Members, and/or members of leadership. These observations help members of leadership and Team Members to determine the context for which periodic formal performance reviews will transpire; therefore, leaders and Team Members are strongly encouraged to discuss job performance and goals on a routine and informal basis.

Performance Reviews and Evaluations

Performance reviews are one method by which the Company identifies attitude, strengths and challenges. A formal written performance evaluation may be conducted to provide members of the Leadership Team and Team Members with the opportunity to openly discuss job tasks, identify and correct limitations, encourage and recognize strengths, and discuss training opportunities and positive, purposeful approaches for meeting goals. Generally, members of the Leadership Team, and/or a human resource representative may formally record a written review for each Team Member following routine intervals. Intermittent performance evaluations may also be conducted before/after promotions, demotions, suspensions, disciplinary probation, etc. or as a form of documentation for recognition of efforts and/or behaviors and/or corrective measures.

Performance evaluations are used as a tool to encourage communication and positive changes and may not necessarily include a wage increase. Each Team Member may have an opportunity to review and respond to a performance evaluation before it is placed in the personnel file.

Any changes to classifications; titles, pay, bonuses, stipends, locations, schedules, etc. must be approved by the Human Resource Department prior to discussing these changes with Team Members.

Performance reviews and/or evaluations are not necessarily concurrent with wage adjustments.

Job Postings, Promotions and Transfers

Big State Electric, LTD believes that career advancement is rewarding for both the Team Member and the Company; therefore, Team Members may be notified of any promotional opportunities for qualified individuals for new or vacated positions whenever possible. This policy gives the Company the opportunity to examine skills, work-ethic, and attendance; ability to get along with other Team Members and fit for positions within our organization.

All positions shall be filled with strict adherence to the EEO policy discussed in this document and in accordance with federal, state, and/or local laws. Job openings may be announced verbally, in writing; internally and/or externally.

Eligibility for any open position requires the following:

- Current Team Members must be designated as regular full-time
- Successful completion of at least sixty (60) consecutive days of employment prior to consideration for the position
- Team Member must meet the job qualifications listed on the job posting/description
- Achieved satisfactory performance evaluations/observations in current position
- No conduct and/or performance-related issues; no negative documentation, warnings, etc.
- Satisfactory attendance record
- Team Member must provide written notification of an intention to apply for any open position to an immediate member of the Leadership Team prior to applying to any open position

The Company reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously. Furthermore, not all positions are guaranteed to be posted.

Team Members are encouraged to speak with a member of the Leadership Team and/or human resource representative to discuss job qualifications for any open position.

Rehire Policy

Former Team Members who are rehired and/or Team Members who fail to return-to-work within thirty- (30) calendar-days (excluding Team Members on authorized leaves of absence) may be considered “new” for any and all benefits; furthermore, rehired Team Members may be required to attend another introductory period. Generally, the Company may not consider rehiring former Team Members who:

- Were dismissed by the Company for any reason other than a reduction in force (RIF)
- Resigned without giving/fulfilling a voluntary two weeks’ notice
- Had a poor attendance record
- Had poor or below-average evaluation(s)
- Violated work rules and/or safety rules while employed with the Company
- Failed to get along with other coworkers
- Had counseling and/or coaching documentation in the personnel file

Workforce Reductions

Occasionally, members of the Leadership Team and/or human resource representatives may decide to implement a reduction in force ("RIF"). In accordance with state and federal laws and the policies outlined in this manual, during a reduction in force, Team Members will be retained based on skill level, experience, attitude, job performance, resourcefulness, adaptability, teamwork, dedication; commitment to the Company and its goals, and the ability to perform tasks the Company anticipates will be necessary following the reduction in force. All workforce reduction decisions shall be made in strict adherence to the EEO policy discussed in this document.

Bonding Requirements

Certain positions in the Company (such as Notary Public) may require Team Members to be bonded. It is the responsibility of the Team Member to ensure that the Team Member is bondable and to maintain bondable status.

Standards of Conduct

Representing the Company

Team Members are ambassadors of Big State Electric, LTD; therefore, all Team Members should conduct themselves in a courteous and professional manner and ensure that all actions and behaviors promote the favorable image of the Company; the Leadership Team and/or all stakeholders.

Team Members shall avoid potential conflicts of interest and personal gain or any appearance of a conflict or impropriety. Team Members shall also promote the integrity, reputation, administration and operations of all the affairs of the Company and avoid any conduct, whether on or off duty, which could cause embarrassment or disrepute to the Company. All Team Members shall work to resolve conflicts in a professional manner with respect given to all parties involved.

Business Ethics and Personal and Professional Conduct

The successful business operation and reputation of the Company is built upon the principles of fairness, professional and ethical conduct of our Team Members. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as regard for the highest standards of conduct, ethics, and personal integrity. Therefore, all Team Members are expected to behave in a manner that will merit the continued trust and confidence of the public. Team Members who are unsure if whether a course of action is ethical and/or professional are encouraged to speak with any member of the Leadership Team and/or a human resource representative.

Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

Confidential and Proprietary Information

The protection of confidential business information and trade secrets is vital to the interests and the success of the Company. In accordance with federal and state laws, such protected information may include, but is not necessarily limited to, the following:

- Onsite program and support materials
- Bidding procedures
- Matters of a technical nature, such as computer software, product sources, product research and designs

- Matters of a business nature, such as lists, contact information, associate and/or Team Member information, onsite program, and support materials pending projects
- Marketing strategies, proprietary production processes and/or conversations between any persons associated with the Company regarding proprietary information
- Candidate and recruiting lists and information, personnel information, placement information
- Pricing lists, contracts, bidding and/or estimating documents, requests for proposals and/or grants
- Pricing information, associated reports, donations, financial and marketing data, including (but not limited to) general ledgers, profit & loss statements, profit margins, invoices, costs of materials and/or material pricing agreements and supplier information
- Marketing strategies (including, but not limited to) pending projects and proposals
- Using Company resources; lists, information, processes, policies, documents, etc. to further personal agendas
- Systems, forms, methods, procedures, and analysis of information
- Any other confidential and/or proprietary information and/or production processes whether or not described in this document (in accordance with federal, state, and/or local regulations), whether communicated orally or in documentary, computerized or other tangible forms and/or information concerning the Company and/or members of the Leadership Team; Team Members, vendors/suppliers, visitors, stakeholders, and/or anyone associated with and/or working on behalf of our organization, etc.
- Any business processes or practices developed and/or deployed by the Company

Team Members should ensure that any materials containing confidential or proprietary information are filed, locked in a drawer or file cabinet and/or placed where the materials cannot be seen by anyone before leaving work areas, regardless of how quickly the Team Member intends to return to the location.

Team Members may still be obligated to protect confidential information from being disclosed to third-parties regardless of whether or not a signed non-disclosure agreement is on file.

Because Big State Electric, LTD consider security breaches to be very serious in nature, any current or former Team Members and/or associate who improperly uses or discloses trade secrets or confidential and/or proprietary business information as outlined in this document may be subject to disciplinary action, up to and including termination and/or legal action, even if the Team Member does not actually benefit from the disclosed information.

Contact the human resource representative, and/or any member of the Leadership Team if there are any questions about this policy.

Patents, Trademarks and Copyrights

This policy shall apply to all persons employed, compensated, or appointed by the Company and to anyone using facilities owned, operated, and/or controlled by the Company.

Team Members engaged in external consulting work or business are responsible for ensuring agreements emanating from said work are not in conflict with any Company policy outlined in this (or other) document(s); federal, state, and/or local regulations and/or with contractual commitments. Said Team Members should provide affirmative notice to the other parties to such agreements, informing them of the obligations of the Team Members to the Company and the possible applicability of this policy to such agreements. All notices must also be reviewed by the Human Resource Department prior to implementation.

The Company has a responsibility for, and an interest in, the advancement of knowledge and/or creative works that will enhance its organizational mission and promote the economic and welfare of the public it serves. This responsibility and interest are advanced by engaging in research and ingenuity, the results of which may, on occasion, have commercial applications which are patentable, trademarkable, and/or copyrightable. In these instances, the Company has the responsibility of ensuring such inventions and works are used and controlled in a manner that fully benefits the Company possible.

Therefore, the Company shall endeavor to acquire and retain legal title to all inventions created by any person and/or persons to whom this policy is applicable. This policy is established in furtherance of the commitment of the Company to the widest possible distribution of the benefits of Company research and ingenuity resulting from such research and the development of all inventions.

Rights to work shall be determined according to the provisions of this policy which apply to patents, trademarks, and/or copyrights.

Any patent and/or trademark, copyright, etc. developed by any Team Member in conjunction with and/or because of employment is the property of the Company in accordance with federal, state, and/or local regulations. Any information pertaining to such patents or copyrights must remain on Company premises.

Outside Employment

Nothing in this policy shall be construed as a prohibition against participation in industrial, religious, civic, charitable, or educational affairs, if the time devoted to those activities does not interfere with the ability to perform Company duties or involve obligations which may conflict with the interest of the Company as detailed in this document.

Team Members may hold outside employment if there is absolutely no interference with job performance and/or functions, and/or with any Company policy, procedure, productivity and/or scheduling demands. All Team Members shall be held to the same standards of performance and scheduling expectations, regardless of any outside job, position or interest.

Team Members are required to disclose outside employment to a human resource representative and/or Leadership Team within one (1) business day of securing secondary employment so that an official determination can be made whether a conflict of interest exists. If the Company determines the outside work is a conflict of interest; if the secondary position negatively impacts performance or the ability to meet current professional requirements (which may change over time), the Team Member may be asked to terminate the outside job to remain employed with the Company.

Team Members may not use Company equipment, materials, services, and/or any other items whether or not specifically identified in this document, etc. on behalf of or for another organization without express written permission from Leadership Team.

Conflicts of Interest

Team Members have an obligation to conduct business within guidelines that prohibit actual, potential, and/or perceived conflicts of interest. These guidelines are intended to provide a general understanding of what constitutes a conflict of interest so that Team Members can receive further clarification.

All transactions/engagements with organizations outside the Company must be conducted within the framework established and controlled by the members of the Leadership Team in concert with the Human Resource Department. Business dealings with outside firms should not result in unusual or personal gains for those firms. "Unusual or personal gains" refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the Team Member, or both; and promotional plans that could be interpreted to involve unusual gain require specific Leadership Team-level approval.

An actual or potential conflict of interest occurs when a Team Member is in a position to influence a decision that may result in a personal gain for that Team Member because of business dealings with the Company.

The potential for personal gain is not limited to situations when any Team Member or relative (as defined in this document) has a significant ownership in any organization with which the Company does business. Personal gains can also result from situations in which Team Members or relatives of Team Members

receive kickbacks, bribes, substantial gifts (see also, *Gifts and Gratuities* in this document), and/or special consideration as a result of a transaction or business dealing involving the Company.

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 Team Member should discuss this with any member of the Leadership Team and/or a human resource representative for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

- Simultaneous employment by another firm that is a competitor of or supplier to Big State Electric, LTD
- Conducting Company business with a firm in which the Team Member, or a close relative of the Team Member, has a substantial ownership and/or interest
- Holding a substantial interest in, or participating in the management of, a firm to which the Company makes sales or purchases
- Selling goods or services to the Company from any organization in which the Team Member has a substantial ownership and/or interest
- Borrowing money from any member of the Leadership Team, Team Members, vendors, visitors, stakeholders, and/or anyone associated with our organization, other than recognized loan institutions from which the Company buys services, materials, equipment, or supplies, etc.
- Accepting gifts and/or excessive entertainment from an outside organization or agency (exceeding \$100)
- Speculating and/or dealing in materials, equipment, supplies, services, or property purchased by the Company
- Participating in civic or professional organization activities in a manner that inappropriately divulges confidential Company information
- Misusing privileged information or inappropriately revealing confidential data
- Hiring and/or engaging in paid services with a relative; friend, personal associates, roommates, etc.
- 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

There is no "presumption of guilt" created by the mere existence of a relationship with outside firms. However, if Team Members have any influence on transactions involving purchases, contracts, or leases, it is imperative that the Team Member disclose this fact to a human resource representative and/or a member of the Leadership Team immediately (no later than the next business day). By alerting the Company to the existence of any actual or even potential conflict of interest, all parties can be protected.

Engaging in conflicts of interest may be subject to disciplinary action, up to and including termination. For more information, or questions on conflicts of interest, contact a human resource representative or a member of the Leadership Team.

Responding to Inquiries and Problems

The Company believes that community and customer/client satisfaction is the measure of its success; therefore, it is the responsibility of each Team Member to interact with associates of the Company, its direct members of the Leadership Team, Team Members, vendors/suppliers, visitors, stakeholders, and/or anyone associated with and/or working on behalf of our organization, etc. in a courteous, respectful, professional manner to achieve this goal.

Publicity and Statements to the Media

Unless specifically designated by the President/CEO, Team Members are prohibited from making statements to the media on behalf of the Company. Team Members approached by the media, for any reason, should refer the individuals to the President/CEO and notify the President/CEO immediately (as soon as you are away from the media outlet(s)). Should we put a sentence stating the procedure for/what to do if approached by the media and why comments should be prohibited? "If a Team Member is approached by someone from the media (including, but not limited to, a newspaper, TV station, magazine, etc.), they are to decline any comment(s) and immediately notify the President/CEO and/or human resource representative. Providing comments and/or sharing information with the media exposes the Company to potential risk(s) that may result in a negative impact on the Company. Team Members should direct the media to the President/CEO or someone from the Leadership Team.

Offsite Expectations

Company policies remain enforced regardless of whether a Team Member is working on or offsite. Team Members are expected to always behave professionally. See also, Travel Policy, in this Handbook.

Jobsite Procedures

If applicable, the Company will provide Team Members with specific jobsite-location procedures that must be followed at each site. Team Members may take any questions directly to any member of the Leadership Team and/or a human resource representative for clarification of expectations.

Payment Handling Procedures

All payments remitted to the Company must be received directly by a member of the Leadership Team or authorized representative of the Accounting Department within two (2) hours of receiving payments and/or monies. Any deviation from this policy must be reported to an immediate member of the Leadership Team, and/or a human resource representative, and/or accounting representative immediately (by the next business day).

Smoking and Vaping

The Company maintains a smoke- and tobacco-free office. No smoking or other use of tobacco products (including, but not limited to, cigarettes, e-cigarettes or vaping devices, pipes, cigars, snuff, or chewing tobacco) is permitted in any part of the building or in vehicles owned, leased, or rented by the Company.

Team Members may smoke outside in designated areas that comply with customer; federal, state, and/or local laws and regulations and only during authorized breaks. NO ADDITIONAL BREAKS beyond those allowed under the Company's break policy may be taken for the purpose of using tobacco or similar products.

When smoking or otherwise using tobacco or similar products outside, do not leave cigarette butts or other traces of litter or tobacco use on the ground or anywhere else.

Dispose of any litter properly in the appropriate receptacles provided for that purpose.

Please remember to conform to the smoking or tobacco use policies of our customers when working at a customer's site.

All Team Members are expected to abide by this policy in all respects while at work, whether on Company premises, at a customer's site, or while in transit between work locations or assignments, as well as while the Team Member is off duty, if the Team Member is on Company premises or in vehicles owned, leased, or rented by the Company.

Use of tobacco products during breaks is a privilege, as long as such use does not interfere with the Team Member's work, fitness for duty, or professional appearance. If that privilege is abused, it may be withdrawn altogether for individual Team Members or the entire organization.

UNDER NO CIRCUMSTANCE is smoking permitted near flammable products.

Appearance and Dress

Big State Electric, LTD. Team Members are expected to maintain a professional appearance that reflects positively on the Company and aligns with our commitment to safety, quality, and customer service. During business hours or while representing the Company, Team Members must present themselves in a neat, clean, and business-appropriate manner consistent with their role and work environment.

Team Members working in office settings should dress in casual to business-style attire that is clean, well-maintained, and appropriate for a professional workplace. Clothing that is excessively worn, revealing, or inappropriate—such as cut-offs, halter tops, or garments with offensive graphics—is not permitted. The Company may issue shirts bearing the Big State Electric logo, which Team Members are expected to wear as appropriate.

Team Members working on jobsites, warehouses, or production floors must wear work clothing and personal protective equipment (PPE) appropriate for the tasks being performed. This includes, but is not limited to, steel-toed footwear, hard hats, safety glasses, gloves, safety vests, and other required PPE. Clothing must be worn in a manner that promotes safety, such as keeping shirts tucked in around machinery and securing long hair inside the collar or under PPE.

Jewelry that poses a safety concern is not permitted. Ear-stretching devices (“ear plugs”), visible non-traditional facial piercings, and unnatural hair colors are not allowed. The Company reserves the right to determine whether a Team Member’s appearance, grooming, or PPE condition is consistent with safety, professionalism, and operational expectations.

Team Members who report to work with inappropriate attire, non-compliant PPE, or any appearance condition that presents a safety concern may be sent home to correct the issue. Time away from work for such corrections will be unpaid unless otherwise required by law.

Key Points:

- Professional appearance is required at all times when representing the Company.
- Clothing and accessories must not pose a safety risk.
- Company-branded shirts may be required in certain roles.
- Appropriate PPE must be worn and maintained in good condition.
- Non-traditional piercings and unnatural hair colors are not permitted.
- The Company may require a Team Member to correct any appearance or PPE concern.

HARD HAT APPEARANCE, BRANDING, AND STICKER POLICY

To maintain a uniform professional appearance, promote positive branding, and ensure compliance with ANSI safety requirements, only approved stickers and markings may be applied to Company or personal hard hats used in the performance of work for Big State Electric, LTD.

Only the following categories of stickers are permitted on hard hats:

- Company-issued safety stickers (e.g., training, certifications, safety awards)
- Project-issued or site-specific stickers required for access or orientation

- Union-affiliation stickers that are appropriate and professional in nature

Personal stickers, decorative decals, and non-work-related imagery are not allowed. This includes, but is not limited to, sports team logos, cartoons, slogans, political statements, personal messages, and any graphic or stylized decals not expressly authorized by the Company. At no time may any sticker, decal, or personal marking be placed over or obscure a Big State Electric logo; covering or altering Company branding in any form is strictly prohibited.

Hard hats displaying unapproved stickers or markings may be removed from service. Team Members may be required to replace non-compliant hard hats at their own expense or may be sent home to correct the issue before returning to work. Time away from work for such corrections will be unpaid unless otherwise required by law.

The Company reserves the right to address any form of branding, grooming, attire, personal decoration, or PPE condition that is unsafe, unprofessional, disruptive, or inconsistent with Company expectations—even if not specifically listed in this policy.

Key Points:

- Only Company-issued, project-issued, or appropriate union stickers are allowed.
- No personal, decorative, political, or non-work-related stickers of any kind.
- Hard hats with unapproved stickers may be removed from service.
- Team Members may be required to replace or correct non-compliant PPE.
- The Company may address any attire, grooming, or PPE issue not listed here.

Credentials and Non-Driving or other Licensing Requirements

Team Members whose jobs require certain valid credentials, non-driving or other licenses and/or certifications will be required to produce those documents for verification. Required credentials, non-driving or other licenses and/or certifications must remain in “good standing” for the necessary positions.

Team Members are required to report any censures, suspensions or revocations within by the next business day upon receiving the information. Failure to remain in good standing with required licenses and/or certifications may result in further disciplinary action including termination. See also, *Driving Licenses and Verification Requirements*.

Employment Classifications and Categories

Employment Classifications

Employment classification may determine employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Depending on the position Team Members are designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT Team Members are entitled to overtime pay under the specific provisions of federal, state and/or local laws. EXEMPT Team Members are excluded from specific provisions of federal and state wage and hour laws. In addition to the Exempt and nonexempt categories, Team Members also belong to one of the following employment categories:

Nonexempt Team Members (Hourly): are Team Members whose work is covered by the Fair Labor Standards Act (FLSA). Nonexempt (hourly) Team Members are NOT exempt from the law’s requirements concerning minimum wage and overtime.

Exempt Team Members (Salaried): are generally members of the Leadership Team, those classified as professional, and/or highly-technical Team (and/or other) Members, and/or those who are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA). Exempt Team Members

hold jobs which meet the standards and criteria established under the FLSA by the US Department of Labor.

Nonexempt Salaried Team Members: Team Members designated as "salaried, nonexempt" means that the Company shall pay the salaried, nonexempt Team Member on a salary basis; track and record actual time worked, and, if overtime is worked, the Company shall pay for all overtime worked.

Big State Electric, LTD has established the following categories for both nonexempt and exempt Team Members:

INTRODUCTORY PERIOD: The first ninety (90)-calendar days of employment is considered the "Introductory Period" or is sometimes called the "Probationary Period." During the ninety (90) calendar days' introductory period, Team Members and members of the Leadership Team will have an opportunity to observe and evaluate each other. Team Members shall be evaluated for such qualities as the ability to interact with other people, professional conduct, attendance, willingness to learn, job performance and skills, etc. Likewise, Team Members will have the opportunity to evaluate the fit within the organization.

This sixty (90)-calendar days' period may be extended and/or imposed if any member of the Leadership Team and/or human resource representative determines it is appropriate to do so (for disciplinary actions, promotions, etc.). Team Members will typically be advised if the introductory period is extended and/or implemented.

The introductory period does not alter the "at-will" relationship with the Company in any way nor does the successful completion of the introductory period guarantee continued employment. Furthermore, successful completion of the sixty (60)-calendar days of employment does not automatically guarantee an increase in wages or additional benefits.

REGULAR FULL-TIME: Regular full-time Team Members are Team Members who are not in a temporary or introductory status AND who are regularly scheduled to work more than thirty (40) hours per week. Generally, regular full-time Team Members are eligible for the Company benefits programs subject to the terms, conditions, and limitations of each benefit program.

PART-TIME: Part-time Team Members are Team Members who are not in a temporary or introductory status AND who are regularly scheduled to work less than thirty (40) hours per week. While part-time Team Members receive all legally mandated benefits (such as Social Security and Workers' Compensation insurance), part-time Team Members may be ineligible for the other the Company benefit programs.

CASUAL/SEASONAL: Team Members who work on an as-needed basis or during a particular season, but not on a regular basis such as a regular full-time or regular part-time Team Member, is considered a casual or seasonal Team Member. There may be an ongoing employment relationship, but there are usually significant breaks in the work assignments such as would occur when a Team Member only works during summer breaks but may return for several summers. These Team Members may be entitled to such mandated benefits as overtime compensation (if nonexempt and work overtime hours), Workers' Compensation, and unemployment compensation insurance, medical benefits (if required by the Affordable care act), but not to other regular voluntary benefits.

TEMPORARY/INTERN PROGRAM: A Team Member hired by the Company for a specific period of time, project, or assignment, usually lasting sixty (60) calendar days or less, is a temporary Team Member. Some Team Members hired as "Interns" may be hired in this classification. The Team Member must be placed on the Company's payroll and is paid for actual hours worked. The only exception to this requirement is for an Intern who is appointed to bona fide, non-pay, training position. Team Members hired for a specific project or period of time will not experience a change in status simply due to tenure.

A Team Member may change from temporary to regular full-time or regular part-time status only if advised of such a change in writing by the Company. Temporary Team Members may or may not be eligible for some Company-sponsored benefits or programs as defined in this document and in accordance with

federal, state and/or local regulations.

“Temporary” Team Members are not to be confused with a temporary Team Members on assignment from a Company that supplies temporary labor by agreement or contract; these Team Members are paid by an employing agency and the Company, or the Company pays by invoice/bill from the supplying agency. Temporary agency Team Members are not entitled to any benefits provided by the Company.

ON-CALL STATUS: Occasionally, Team Members may be required to remain “on-call” outside of normal business hours. When a Team Member is “on-call,” the Team Member must be available (either in person or via telephone) for the entire scheduled “on-call” status. Payment for “on-call” status will adhere to federal, state, and/or local regulations.

Exempt Team Member Safe Harbor Information

The Company shall accurately and fairly compensate Team Members in compliance with all applicable state, federal, and/or local laws. Team Members should carefully review pay stubs to ensure accuracy of pay and that improper deductions were not made. Report all errors immediately to the Payroll Department.

Team Members classified as an exempt-salaried Team Member will receive a salary which is intended to compensate for all hours worked for the Company. This salary will be established at the time of hire and/or when a Team Member is classified as an exempt Team Member. While it may be subject to periodic review and modification, such as during a salary review, the salary will be comprised of a predetermined amount not subject to deductions for variations in the quantity or quality of work performed.

Under federal and state law, a salary is subject to certain deductions. For example, unless state law requires otherwise, a salary can be reduced for the following reasons:

- Full-day absences for personal reasons
- Full-day absences for sickness or disability
- Full-day disciplinary suspensions for infractions of our written policies and procedures
- Family and Medical Leave absences (either full- or partial-day absences)
- To offset amounts received as payment for jury and witness fees or military pay
- The first or last week of employment in the event a Team Member works less than a full week
- Any full work week in which a Team Member does not perform any work

A salary may also be reduced for certain deductions such as a Team Member’s portion of health, dental and/or life insurance premiums; state, federal, and/or local taxes; social security; and/or other voluntary contributions to Company benefits, as applicable.

In any work week in which work is performed, a salary may not be reduced for any of the following reasons:

- Partial day absences for covered and/or applicable personal reasons, sickness or disability
- Absence on a day because the Company has decided to close a facility on a scheduled workday
- Absences for jury duty, attendance as a witness, or military leave in any week in which a Team Member has not performed any work
- Any other deductions prohibited by federal, state, and/or local law

Unless state law provides otherwise, deductions may be made to accrued leave for full or partial-day absences for personal reasons, sickness or disability with or without Team Member permission.

Improper deductions should be immediately (upon noticing the discrepancy) reported to any member of the Leadership Team and/or a human resource representative, and/or the Payroll Department.

Telecommuting

Under certain limited circumstances, Big State Electric, LTD considers telecommuting to be a viable alternative work arrangement in specific cases where a Team Member; job, position and/or other characteristics are best suited to such an arrangement. Telecommuting allows Team Members to work at home, on the road, or in a satellite location for all or part of a regular workweek. Telecommuting is not an entitlement for Team Members, nor is it a Company-wide benefit; furthermore, telecommuting in no way changes the terms and conditions of employment with Big State Electric, LTD

The Company shall make every attempt to be sympathetic of situations that arise in Team Members' lives, and will attempt to help Team Members manage a healthy, yet productive, work/life balance congruent with the goals and business needs of the Company; however, **under no circumstances are Team Members permitted to arbitrarily decide to work from home, telecommute, and/or work remotely, etc.** The telecommuting option always requires direct input/permission from a member of the Leadership Team in concert/concurrent with the Human Resource Department.

When awarding the privilege of telecommuting, the Company will adhere to all policies related to Equal Employment Opportunity as outlined in this document and all federal, state, and/or local regulations. The Company reserves the right to restrict, modify, and/or remove telecommuting privileges without advanced notice for any legal reason whatsoever.

While working remotely, all Team Members shall be required to clock in and out within the prescribed geofence (including meal and break periods, as applicable) using the appropriate/designated method. Team Members who telecommute due to illness (in accordance/adherence with all policies listed in this document; federal, state, and/or local laws) may be required to discuss the duties and tasks to be completed; the hours when a Team Member is considered "on" and "off the clock."

Furthermore, Team Members may be required to physically-report to any assigned area for work, meetings, etc. upon request, whether or not telecommuting. Team Members may also be required to sign additional documents prior to telecommuting.

Failure to follow this policy may result in denial of remote opportunities and/or further disciplinary action, up to and including termination.

Anniversary Date

The first day Team Members report to work will be recorded in the Company records as an "anniversary date." This date may be used to calculate many different Company benefits. Team Members who have questions about anniversary dates, may contact any member of the Leadership Team and/or a human resource representative.

Work Schedules and Payroll

Work Schedules

Team Member schedules vary throughout Big State Electric, LTD and may be extended or modified as needed to promote uninterrupted service. A member of the Leadership Team and/or a human resource representative will advise Team Members of the specific work schedule and location(s); however, it is the responsibility of the Team Member to understand work schedules and locations. Team Members who are unsure about expected starting times and/or locations on any particular job assignment should ask a member of the Leadership Team and/or a human resource representative for clarification.

Unplanned conditions (such as bad/inclement weather) may force a schedule change. Team Members who are unsure about expected schedules on any particular assignment should speak directly with a member of the Leadership Team and/or a human resource representative (do not make assumptions).

Team Members are responsible for securing the appropriate phone numbers for this purpose. Team Members who fail to follow the attendance policies outlined in this document may be subject to disciplinary action, up to and including termination.

Recording Hours Worked

Accurately recording time is required to ensure that all Team Members are paid for all hours worked as required by federal, state, and/or local regulations. Whatever the method of timekeeping, Team Members are expected to follow the established procedures in keeping an accurate record of the hours worked. Team Members shall be trained about the appropriate timekeeping methods on the first day of work and as processes are modified, if applicable.

Altering, falsifying, tampering with time records; recording another Team Member's time record, clocking in or outside of the geo-fenced area, tampering with or turning off the geofence, excessive "forgetting" to clock in/out and/or excessive violations of this policy may result in disciplinary action up to and including termination.

Furthermore:

- Team Members classified as hourly (nonexempt) and salaried nonexempt should clock in no more than ten (10) minutes prior to the scheduled starting time and should not stay more than ten (10) minutes after the scheduled stop time without prior authorization from a member of the Leadership Team and/or a human resource representative
- Some salaried-exempt Team Members may also be required to clock in/out in accordance with this policy
- Team Members who "forget" to clock in or clock out appropriately are required to contact a member of the Leadership Team and/or a human resource representative (within four (4) hours of clocking in/out) for immediate correction
- Under no circumstances may a Team Member modify or clarify another Team Member's time
- All Team Members are personally responsible for ensuring the accuracy of clocking in and out each day

All time records will be carefully reviewed prior to processing the final payroll. If corrections and/or revisions are necessary, please notify any member of the Leadership Team and/or a payroll and/or a human resource representative immediately (upon noticing the discrepancy). Changes and/or corrections to time records must be initiated by the Team Member, a member of the Leadership Team and/or a human resource representative.

Failure to follow this policy may result in disciplinary action, up to and including termination.

Meal Periods and Breaks

Members of the Leadership Team will schedule meal periods and/or breaks to accommodate operating requirements. During meal periods, Team Members will be relieved of all work responsibilities and restrictions and will not be compensated for that time. All hourly and/or salaried nonexempt Team Members are expected to clock out for all meal periods. Team Members are strictly prohibited from performing any work while clocked out.

Meal periods and/or breaks may not be mandatory and never take precedence over the needs of our customers. Furthermore, all changes to pre-assigned meal periods must be pre-approved.

Meal periods and/or breaks may not be "skipped" for the purposes of making-up time off, leaving early, and/or arriving late to work.

Breaks may not be combined with meal periods; to leave early or arrive to work late.

Work Breaks for Lactating Team Members

Eligible Team Members who are nursing will be provided with reasonable (pre-approved/scheduled) breaks (for up to one year after a child's birth) to express breast milk as frequently as needed for up to one year after the birth of a child. The Company may designate a suitable location for the break, other than a bathroom, shielded from view and free from intrusion to the extent that this requirement does not create an undue hardship for the Company. Breaks that last less than 20 minutes shall be unpaid.

Team Members will not be retaliated against for exercising rights under this policy.

Meetings

Individual or staff meetings may be held for the purpose of providing instruction, training, counseling, and/or to review operating policies. Such attendance is mandatory and follows the regular attendance policies as set forth in this document. Team Members be notified in advance if attendance is required.

Overtime

There may be times when the Company is unable to meet its operating, or other requirements, during a regular 40-hour workweek. If this happens, Team Members may be scheduled to work overtime hours. When possible, the Company will make every attempt to notify Team Members in advance of mandatory overtime assignments; likewise, Team Members will also be notified if the overtime assignments are voluntary.

All nonexempt (hourly) and/or nonexempt-salaried Team Members will be paid overtime compensation in accordance with applicable wage and hour restrictions. Overtime pay is based on actual hours *worked*. For this reason, time off for personal leave, PTO, and/or other paid or unpaid leaves of absence are not considered hours worked for the purpose of calculating overtime pay.

Overtime pay will be provided only after the Team Member has exceeded the limits required by law. For example, if a Team Member works 40 hours and has one 8-hour holiday (or PTO, etc.), overtime rates do not apply that week. The 8 hours of holiday pay is a benefit and does not count toward calculation of hours worked to determine when overtime premium applies.

Any overtime worked by a Team Member must be directed and pre-authorized by a member of the Leadership Team and/or a human resource representative. To the extent possible, any mandatory scheduled overtime will be distributed equally among all Team Members in the same classification and position, provided that the Team Members concerned are equally capable of performing the available work, in accordance with the Equal Employment Opportunity policies as established in this document, federal, state, and local laws.

Failure to work mandatory overtime or agreed-upon voluntary overtime schedules shall be treated with the same disciplinary actions as regular work schedules.

Salary Advances

There will be absolutely no salary advances or loans to any Team Member at any time under any circumstances.

Additional Pay Stipends

Additional pay stipends (such as cellphones, data plans, automobile, etc.) are awarded to some Team Members in specific job classifications and at the sole discretion of the Leadership Team. Team Members receiving additional pay stipends may be required to sign additional documents and/or policies prior to

receiving the additional pay. All pay stipends shall be awarded in accordance with Company policies, federal, state, and/or local regulations, (see also, *Vehicle Stipend Policy Guidelines* in this document).

The Company reserves the right to modify, and/or cease any additional pay stipend, for any reason, either with or without prior notice.

Payroll Checks

Paychecks are issued by the end of business every Thursday and paid weekly. Paychecks will not be issued or released early under any circumstance unless required by federal, state, and/or local law.

Team Members may be required to use direct deposit at an institution or methodology established by the Team Member. This information must be provided to the Payroll Department no later than three (3) weeks from the date Team Members begin working with the Company. The Team Member's pay may not be available for withdrawal from bank accounts until the following business day according to banking rules and/or regulations. Team Members not using direct deposit will have the paycheck mailed to the Team Member address on file. Team Members are responsible for ensuring that the address on file is correct at all times.

Team Members are responsible for ensuring that the payroll check amount; hours, and pay rates are correct and are encouraged to seek answers about pay from a member of the Payroll Department and/or a human resource representative. No payroll shall be paid in cash or trade.

There are three automatic deductions from "gross pay", all of which are required by law. These are: Social Security (F.I.C.A.), Income Tax deductions and Medicare. The Income Tax deductions vary with the number of dependents claimed by a Team Member. Team Members with tax questions should contact the Internal Revenue Service (IRS). Generally, wages are exempt from garnishment. The only exceptions are the collection of court-ordered payments. The Company will abide by any valid court order setting out a wage withholding requirement.

Requests for other voluntary deductions must be made in writing by the Team Member and submitted to the Human Resource Department. Team Members will be provided with necessary forms for any requested deductions.

Under no circumstance will paychecks be given to anyone other than the Team Member unless said Team Member has signed a document releasing the check to such third party. This process may be required to be executed in the presence of a human resource representative to be valid.

Payroll Deductions

Big State Electric, LTD is required by law to make certain deductions from paychecks each pay period. Such deductions typically include federal and state taxes and Social Security and Medicare (FICA) taxes.

All deductions and the amount of the deductions are listed on the pay stub. These deductions are totaled each year on Form W-2, Wage and Tax statement. It is the policy of the Company that exempt (salaried) Team Members' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor (USDOL) and any corresponding rules issued by the state government, as applicable; however, the Company may make deductions from Team Members' salaries as permitted under federal and/or state wage and hour rules. Team Members will be reimbursed for any isolated, inadvertent, and/or improper deductions, as defined by law.

When a Team Member's wages are garnished by a court order, Big State Electric, LTD is legally bound to withhold the amount indicated in the garnishment order from the Team Member's paycheck. The Company will honor federal and applicable state guidelines that protect a certain amount of a Team Member's income from being subject to garnishment. If questions or concerns about any pay deductions arise, Team

Members may discuss and resolve them with any member of the Leadership Team and/or a human resource representative, and/or a member of the Payroll Department.

Furthermore, the Company may offer programs and/or benefits to eligible Team Members beyond those required by law. Team Members may voluntarily authorize deductions from paychecks to cover individual portions of the costs of these programs. The Company may find it necessary to take "pay setoffs" from paychecks. Pay setoffs are pay deductions taken by the Company usually to help pay off a debt or obligation to us or to others. Team Members that have questions concerning why a deduction was made from a paycheck or how a paycheck is calculated, consult a member of the Leadership Team; a member of the Payroll Department, and/or a human resource representative.

NOTE: at the end of each calendar year, W-2 Forms will be mailed to the Team Member's last known and/or communicated (in writing only) home address. It is THE TEAM MEMBER'S RESPONSIBILITY to ensure the Company has the correct address.

Salary Administration

The salary administration program was created to achieve consistent pay practices, to comply with federal and state laws, mirror a commitment to Equal Employment Opportunity and offer competitive wages within the Company labor market. Recruiting and retaining talented Team Members is vital to the success of the organization; therefore, Big State Electric, LTD is committed to paying Team Members equitable wages comparable to the pay received by similarly-situated Team Members in other organizations in the area.

Compensation ranges for every position is determined by several factors including job analysis and evaluation; attendance, the essential duties and responsibilities of the job, range of output/productivity of various Team Members within that position, quality of work, attitude, and salary survey data on pay practices of other employers. The Company periodically reviews the salary administration program, restructuring as necessary.

Team Members with questions about pay practices are encouraged to speak with a human resource representative. The Payroll Department is also available to answer questions about the salary administration program.

Bonuses

Bonus opportunities may be allocated to Team Members based on pre-established criteria as determined by the Company and in accordance with federal and state laws. Bonuses are not an "entitlement" or result of employment with the Company and the Company reserves the right to administer or forego offering bonuses to its Team Members.

Bonuses, if any, are processed through payroll and are subject to applicable taxes, withholding and/or deductions such as child support, tax payments, bankruptcy payments, etc. Except where mandated by law, Team Members who are out on approved leaves of absences or are no longer active on the Company payroll are not entitled to bonus opportunities.

Merit-Based Pay Adjustments

The Company may award merit-based pay adjustments depending on our overall profitability and in conjunction with superior Team Member performance and other discretionary factors.

Administrative Pay Corrections

Big State Electric, LTD will take all reasonable steps to ensure that Team Members receive the correct amount of pay in each scheduled paycheck. In the unlikely event that there is a payroll error, Team Members should promptly advise the Payroll Department and/or a human resource representative so that

the discrepancy can be corrected as quickly as possible. Depending on the circumstances, and federal, state, and/or local laws, payroll corrections may be modified and available on the next regularly scheduled pay period.

Attendance and Time Off

Attendance and Reporting to Work

Team Member is important to the overall success of our operation. When Team Members report off work, assignments and schedules must be reassigned to ensure adequate care of customers. Consequently, Team Members are expected to report to work on time and at the scheduled locations. Reporting to work “on-time” means that Team Members are ready to start work at the assigned workstation, not just arriving at work at the scheduled starting time.

Excessive absenteeism and/or tardiness may lead to disciplinary action, up to and including termination. The determination of excessive absenteeism will be made at the discretion of the Company.

If Team Members fail to report to work and/or fail to report to an assignment as required in this policy, and/or any instance of no call/no show may be considered job abandonment and the Team Member may be removed from the payroll.

In accordance with federal, state, and/or local laws, Team Members may be required to provide documentation from a healthcare provider to support an injury or illness-related absence (including family absences for family members), and to ensure that Team Members may safely return-to-work with or without restrictions. If there is no documentation to justify a valid absence when requested, the absence may be considered unexcused regardless of the availability of PTO.

Approval for all time off is at the sole discretion of the Company and is denied and/or approved based on the needs of the organization and in accordance with federal and state laws.

Time off may be automatically deducted from available PTO, as applicable. If Team Members do not have available PTO, as applicable, time may be considered unexcused and remain unpaid as applicable by federal, state, and/or local laws. Unless otherwise specified in this document, time taken off without available PTO may be subject to further disciplinary action up to and including termination.

All leave must be taken in a minimum of four (4)-hour increments.

Unless a life-threatening emergency exists, calls from anyone other than the Team Member is NOT acceptable. Having anyone else call in for a Team Member may be treated as a NO CALL/NO SHOW and subject to further disciplinary action as outlined in this Handbook.

Furthermore, attendance records are a part of an overall performance rating; therefore, attendance may affect chances for advancement, bonuses and/or wage increases. Furthermore, any Team Member who fails to maintain an acceptable attendance record may be subject to disciplinary action up to and including termination. Repeated unexcused tardiness or absenteeism will not be tolerated.

Requesting Time Off

All Team Members are expected use to download, activate, and/or use the appropriate timekeeping application when requesting ANY/ALL time off for ANY REASON. Team Members must request time off in accordance with the timelines as stated in this document. Failure to submit a request for time off using the appropriate method will result in denial of the request. Approval must be received prior to the Team Member requested leave dates.

Reporting an Unscheduled Absence

Team Members are required to contact a member of the Leadership Team and/or a human resource representative at least 1 (one) hour prior to the start of the shift for any unscheduled absences.

Team Members must ***leave a voicemail or text a direct member of the Leadership Team. Furthermore, Team Members may be required to speak directly with a direct member of the Leadership Team and/or a member of the Human Resource Department throughout the day/time off.***

NEVER DISCUSS MEDICALLY SPECIFIC INFORMATION (for self or any family member) with anyone other than a human resource representative. Failure to speak with a member of the Leadership Team and/or a human resource representative may result in an unexcused absence for disciplinary purposes.

Team Members who assert an arrival time later the scheduled shift are expected to report to work at the stated time. Late-start arrivals are subject to the attendance and disciplinary policies in this document.

Failure to report the absence within the limits of this policy may constitute a no-call/no-show and may be subject to further disciplinary action up to and including termination.

Tardiness

The Company understands that some unforeseen circumstances may present themselves and a Team Member may need to report late to work. In these circumstances, Team Members may be required to call a member of the Leadership Team, and/or a human resource representative **before** reporting to work. Team Members must report the tardiness, the reason for the tardiness; and the anticipated arrival time.

Failure to contact and speak with a member of the Leadership Team and/or a human resource representative may constitute unauthorized tardiness and may be subject to further disciplinary action.

Team Members who assert an arrival time later the scheduled shift are expected to report to work at the stated time. Late-start arrivals are subject to the attendance and disciplinary policies in this document.

All voicemail messages and/or texts reporting tardiness should include a contact number so a member of the Leadership Team, and/or a human resource representative can return the call.

ONLY the Team Member is permitted to report tardiness.

Personal Appointments

Whenever possible, personal appointments (such as medical and dental appointments for Team Members or family members) should be scheduled around assigned work hours; however, if this is not possible, Team Members should submit requests for the time off at least two (2) weeks in advance using the appropriate electronic method. Personal appointments may be automatically deducted from available PTO. Unless other arrangements are made in accordance with the policies described in this document, Team Members are expected to arrive to work before and return-to-work after scheduled appointments.

Team Members who take time off for appointments may be required to provide documentation supporting the appointment and/or a release to return-to-work either with or without restrictions (if applicable).

The Company reserves the right to deny any request for time off for personal appointments.

Taking unexcused time off may be subject to disciplinary action, up to and including termination.

Holiday Eligibility

Holiday eligibility for Team Members is defined in the Categories (*Category I* & *Category II*) as shown below.

Category I:

- Full-time non-bargaining Team Members
- Probationary non-bargaining Team Members

Category II

- Regular full-time bargaining Team Members
- Temporary bargaining Team Members
- Probationary bargaining Team Members

Category II Team Members will receive holiday pay from the San Antonio Electrical Vacation and Holiday Trust Fund, and/or in accordance with the terms outlined in the current agreements.

Holiday pay for eligible Team Members will be calculated on straight-time base pay rate as of the day of the holiday and are not counted as 'hours worked' for the purposes of determining overtime pay. Holiday pay will not accrue, rollover, or be "paid out" if it is not used.

Paid holidays for Team Members covered by a Collective Bargaining Agreement (CBA) will be administered in accordance with the applicable agreement. In the event of a conflict between this Handbook and a Collective Bargaining Agreement, the Collective Bargaining Agreement shall control.

Unless approved in advance, and/or in accordance with federal, state and/or local laws, eligible full-time Team Members must work the last scheduled workday preceding the holiday and the first scheduled workday following the holiday to qualify for holiday pay.

- Recognized holidays that occur on a Saturday or Sunday shall be observed (and/or not observed) at the sole discretion of the Company
- If a recognized-holiday falls during an eligible Team Member's paid absence (such as during PTO); holiday pay will be provided instead of the paid time off benefit that would otherwise have applied as dictated and/or in accordance with federal, state, and/or local law

In accordance with federal, state, and/or local laws, holidays may not be paid if:

- The Company revokes the day off for any reason
- If the Team Member has not successfully completed the assigned introductory period
- The Team Member experiences an unapproved absence either one day before or the day after a scheduled holiday
 - Note that "unapproved" is applicable in accordance with the policies defined in this document; therefore, the availability of PTO and/or other available paid time off does not necessarily meet the definition of "approved" time off
- The Team Member is on "lay-off" status

- The Team Member is out on Family and Medical Leave Act (FMLA) and/or any medical Leave of Absence (LOA) when the holiday occurs as appropriate in accordance with federal, state and/or local regulations/laws
- The Team Member is required to work during a paid holiday and the Team Member refuses to do so
- The Team Member fails to provide a valid excuse from a healthcare provider to cover time off during a paid holiday, if requested to do so

Any Team Member required to work on a recognized holiday will be compensated at the regular base-rate, and calculated toward overtime as “time-worked,” as applicable.

Personal Time Off (PTO)

Big State Electric, LTD believes that Team Members should have opportunities to enjoy time away from work for personal pursuits and/or appointments; rest and relaxation, and/or time of for illness.

Team Members are accountable and responsible for managing PTO hours to allow for adequate reserves if there is a need to cover time off due to illnesses and/or disabilities for Team Member and/or family members; appointments, bereavement, emergencies, jury duty and/or other needs that require time off from work; therefore, time off taken without available PTO may be subject to disciplinary action up to and including termination.

All absences, whether taken for personal reasons, appointments, sick time for self and/or family members, tardiness, etc. may be **automatically deducted** from available PTO whether or not the time is specifically requested by the Team Member.

Administrative personnel may request the PTO Administrative Personnel Attendance Policy Amendment for more information.

PTO Eligibility

PTO eligibility for Team Members is defined in the Categories (*Category I & Category II*) as shown below.

Category I:

- Part time non-bargaining Team Members
- Probationary non-bargaining Team Members

Category II:

- Regular full-time bargaining Team Members
- Temporary bargaining Team Members
- Probationary bargaining Team Members

PTO Accruals

Category II Team Members will receive vacation/PTO pay from the San Antonio Electrical Vacation and Holiday Trust Fund, and/or in accordance with the terms outlined in the current agreements.

PTO Use Restrictions

- In accordance with federal, state, and/or local regulations, PTO may not be used concurrent with or in lieu of any part of a voluntary two-weeks’ notice

- PTO may not be used until after successful completion of the pre-defined introductory period
- PTO may be adjusted in accordance with federal, state, and/or local regulations

PTO and Overtime

PTO is paid at the base rate at the time PTO is awarded and does not include any overtime or special forms of compensation such as incentives, commissions, bonuses, or shift differentials not otherwise part of the standard wage paid to the Team Member and/or federal, state and/or local regulations.

Sharing PTO

Team Members shall not be permitted to “share” available PTO with other Team Members.

Purchasing PTO

Unless the President officially prohibits Team Members from taking available PTO due to business needs, Team Members may not “purchase” PTO; seek reimbursement for unused PTO, or “borrow” against future PTO.

Voluntary and Involuntary Terminations

Team Members who voluntarily or involuntarily terminate employment for any reason shall forfeit any available PTO.

Minimum Increments for Use of PTO

Team Members must take PTO in no less than one (1) hour increments; however, the Company reserves the right to automatically deduct PTO for any instance of tardiness and/or absences as outlined in this document.

Maximum Increments for Use of PTO

Unless otherwise approved in advance and/or according to federal, state and/or local regulations, PTO may not be taken in more than one (1)-week increments.

Requests for PTO

Unless otherwise specified in this policy, PTO must be requested in writing no less than two (2) weeks in advance from a member of the Leadership Team. Team Members should refrain from solidifying plans until PTO has been officially approved. Big State Electric, LTD reserves the right to deny any request for PTO.

Rollover of PTO

Unless the President officially prevents Team Members from taking available PTO due to business needs, unused PTO will be forfeited.

PTO Verifications

Unless otherwise specified by federal, state, and/or local regulations, Team Members may be required to produce a fitness-for-duty note from a qualified healthcare provider (listing restrictions, if any) prior to returning to work. *NOTE:* the Company must be able to contact the healthcare provider or other entities to verify time off for medical issues in accordance with federal, state, and/or local laws.

PTO Policy for Military Leave

Team Members excused from work to fulfill military obligations shall receive the regular PTO allotment earned up to the time the Team Member leaves for military service, and then concurrent with this policy upon, return to work in accordance with federal, state, and/or local laws.

Discretionary/Automatic Deductions from Available PTO

The Company reserves the right to automatically deduct any available PTO off for any reason (absenteeism, personal appointments, tardiness, etc.) with or without the Team Member's consent and with minimum increments of one (1) hour.

Reservation of Company Rights

Company and/or program/contractual requirements will always take precedence over PTO schedules; therefore, the Company reserves the right to approve, deny, and/or redact approvals for any PTO requests; furthermore, available PTO shall run concurrent with any time off taken for any reason.

PTO is awarded solely at the discretion of the Leadership Team. The Company shall adhere to the strict policy of Equal Employment as described in this handbook when approving, denying, modifying PTO or when redacting any previously awarded PTO.

Additionally, as business conditions dictate, the Company reserves the right to request and/or require Team Members to take PTO during slow periods of work.

Other Leaves of Absence Programs

The Company will comply with all federal, state, or local leaves of absence programs as required. Team Members shall receive policies and/or updated information as appropriate. Questions regarding other leave programs should be directed to a member of management or a human resource representative.

Bereavement Leave

All regular full-time Team Members are eligible to receive up to three (3) days of unpaid bereavement leave if time off is needed during normally-scheduled workdays due to the death or funeral of a member of the Team Member's immediate family.

For purposes of this policy, "immediate family" includes a spouse, domestic/common-law partner, children, stepchildren, parents/stepparents, legal guardians, grandparents, grandchildren, siblings, in-laws (father, mother, sister, brother, daughter, son), step-siblings, and any other relative(s) permanently residing in the same household under the care of the Team Member.

A Team Member who is notified of a death in the immediate family (as defined above) while at work may receive regular pay for the remainder of the scheduled hours that day. The three (3) day eligibility for bereavement leave will not commence until the next regularly-scheduled workday. Team Members must use available PTO concurrent for this purpose or any additional approved time off.

Big State Electric, LTD reserves the right to require verification of the circumstance to be eligible for approved bereavement leave. All time off connected to a death of one of the above-listed individuals should be scheduled with a human resource representative.

Emergency and Other Closings

Except in severe cases of inclement weather, (as determined at the sole discretion of the leadership team, and unless otherwise directly notified by a member of the Leadership Team human resource representative), all Team Members are expected to work regularly-scheduled hours at the assigned location.

Recognizing the Company's concern for the safety of its Team Members, in the event of an ice storm or other severe weather emergency commencing before work hours, Team Members are instructed to contact a member of the Leadership Team and/or a human resource representative to ascertain appropriate work requirements.

If the Company or work location is closed due to emergency conditions (or a late-start has been officially implemented), the time off from scheduled work may be unpaid; however, Team Members may request to use available PTO to cover this time off.

Team Members are expected to use good judgment when deciding if travel is unsafe; however, all regular attendance and time-off procedures must be followed as outlined in this document.

Jury Duty/Witness Duty/Court Appearances

Big State Electric, LTD encourages each of its Team Members to fulfill civic responsibilities. As a good corporate citizen, the Company is pleased to assist Team Members in the performance of civic duties.

Team Members are responsible for notifying the Human Resource Department immediately (within 24 hours) AND USING the appropriate time-off request method upon receiving notification to report for jury duty, witness duty and/or court appearances. For this time to be considered "excused," Team Members must provide the human resource representative with the printed notification of the court notification AND the printed copy of the court release form received after the duty is completed.

Team Members not selected to serve in court, or those Team Members who are released early from the selection process may be expected to return-to-work with the supporting documentation. For purposes of this policy, Team Members must return-to-work if released from duty with more than 4 hours from the commencement of the regularly-scheduled workday.

In accordance with federal, state and/or local laws, Team Members may use available PTO concurrent with this situation.

Voting

The Company believes that every Team Member should have the opportunity to vote in any state, federal, or local elections; general, or special primary elections. Team Members who are unable to vote while polls are open before or after regular business hours may be eligible to receive up to two (2) hours of unpaid time off to vote in any state, federal or local election. Voting time off must be pre-approved and/or requested in accordance with the policies in this document).

Team Members shall be required to request time off to vote using the appropriate method at least seventy-two (72) hours in advance. Furthermore, Team Members who vote before reporting to work or during working hours will be required to return-to-work.

Team Members may be required to present a voter's receipt to a member of the Leadership Team and/or a human resource representative (by the next business day).

Team Members seeking time off to vote must notify a by a member of the Leadership Team in accordance with the time off policies in this document. Team Members may use available PTO for this purpose.

The Family and Medical Leave Act

The Family and Medical Leave Act

This organization will comply with the Family and Medical Leave Act implementing regulations as required. The Company posts the mandatory FMLA Notice and upon hire provides all new Team Members with notices required by the U.S. Department of Labor (DOL) on Team Member Rights and Responsibilities under the Family and Medical Leave Act in the state in which the Company operates.

The function of this policy is to provide Team Members with a general description of FMLA rights. In the event of any conflict between this policy and the applicable law, Team Members will be afforded all rights required by law.

Team Members that have any questions, concerns, or disputes with this policy must contact a human resource representative.

A. General Provisions

The federal Family & Medical Leave Act of 1993 (FMLA) as amended, requires employers with 50 or more Team Members within 75 miles of the office or work site to provide eligible Team Members with unpaid leave. There are two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy.

B. Eligibility

To qualify to take family or medical leave under this policy, the Team Member must meet all the following conditions:

Team Members are eligible for FMLA leave if the Team Member:

1. Has worked for the Company for at least 12 months or 52 weeks. The 12 months of service need not be consecutive. Employment before a break in service of 7 years or more will not be counted, unless the break in service was caused by the Team Member's USERRA-covered service obligation, or there was a written agreement that the employer intended to rehire the Team Member after the break in service. For eligibility purposes, a Team Member will be considered to have been employed for an entire week even if the Team Member was on the payroll for only part of a week or if the Team Member is on leave during the week
2. Has worked at least 1,250 hours for the Company during the 12 calendar months before the request for leave *The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for a Team Member under FMLA; and*
3. The Team Member must work in a worksite where 50 or more Team Members are employed by the Company within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route

C. Type of Leave Covered

Basic FMLA Leave

Team Members who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

- To care for the Team Member's son or daughter during the first 12 months following birth;
- To care for a child during the first 12 months following placement with the Team Member for adoption or foster care;
- To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
- For incapacity due to the Team Member's pregnancy, prenatal medical or childbirth; or
- Because of the Team Member's own serious health condition that renders the Team Member unable to perform an essential/required function of the position

Married couples. In cases where a married couple is employed by the same Company, the two spouses together may take a *combined total* of 12 weeks' leave during any 12-month period for reasons 1 and 2, or to care for the same individual pursuant to reason 3.

Basic Leave Definitions

- A Team Member may take leave because of a serious health condition that makes the Team Member unable to perform the functions of the Team Member's position
- A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed healthcare provider
- This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the healthcare provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic healthcare visits for treatment, such visits must take place at least twice a year
- If a Team Member takes paid sick leave (including, but not limited to PTO) for a condition that progresses into a serious health condition, the Team Member is not eligible for unpaid leave as provided under this policy, unless the Team Member has exhausted available paid leave (as defined in this document). The Company may designate all or some portion of related leave taken under this policy, to the extent that the earlier leave meets the necessary qualifications, as PTO.

Team Members with questions about what illnesses are covered under this FMLA policy are encouraged to consult with any member of the Leadership Team and/or a human resource representative.

Military Family Leave

Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

For regular Armed Forces members, “covered active duty or call to covered active-duty status” means duty during the deployment of the member with the Armed Forces to a foreign country (outside of the United States, the District of Columbia, or any territory or possession of the United States, including international waters)

For a member of the Reserve components of the Armed Forces (members of the National Guard and Reserves), “covered active duty or call to covered active-duty status” means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation.

Qualifying exigencies may include:

- Short-notice deployment (seven or less calendar days)
- Attending certain military events and related activities
- Childcare or Company activities
- Addressing certain financial and legal arrangements
- Periods of rest and recuperation for the military member (up to 15 calendar days of leave, dependent on orders)
- Attending certain counseling sessions.
- Attending post-deployment activities (available for up to 90 calendar days after the termination of the covered military member's covered active-duty status, and to address issues arising from death of military member)
- Attending to parental care needs arising from covered active duty or call to duty (arrange for alternative care for a parent of a military member, provide urgent or immediate care, admit or transfer to a care facility, or attend non-routine caregiver meetings with care facility staff)
- Other activities arising out of the military member's covered active duty or call to active duty and agreed upon by the Company and the Team Member

Leave to care for a covered service member. There is also a special leave entitlement that permits Team Members who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave during a single 12-month period if the Team Member is the spouse, son, daughter, parent, or next of kin caring for a covered military service member or veteran recovering from a serious injury or illness, as defined by FMLA's regulations.

For a current member of the Armed Forces, including a member of the National Guard or Reserves, the member must be undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness.

For a covered veteran, the Team Member must be undergoing medical treatment, recuperation or therapy for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any

time during the five-year period prior to the first date the eligible Team Member takes FMLA leave to care for the covered veteran.

An eligible Team Member must begin leave to care for a covered veteran within five years of the veteran's active-duty service, but the single 12-month period may extend beyond the five-year period.

Military Leave Definitions

A Team Member whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- Short-notice deployment.
- Military events and activities,
- Childcare and Company activities,
- Financial and legal arrangements,
- Counseling,
- Rest and recuperation,
- Post-deployment activities and,
- Additional activities that arise out of active duty provided that the employer and Team Member agree, including agreement on timing and duration of the leave.

Eligible Team Members are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which the Team Member is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible Team Members may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

- In order to care for a covered service member, an eligible Team Member must be the spouse, son, daughter, or parent, or next of kin of a covered service member.
- A "son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- A "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."
- The "next of kin of a covered service member" is the nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as a nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member's next of kin. Alternatively, where a covered service member has a sibling(s) and designates a cousin as a next of kin for FMLA purposes, then only the designated cousin is eligible as the covered service member's next of kin. An employer is permitted to require a Team Member to provide confirmation of covered family relationship to the covered service member pursuant to § 825.122(j).
- "Covered active duty" means:
 - (a) "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
 - (b) "Covered active duty" for members of the **reserve** components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with

the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a) (13) (B) of title 10, United States Code. (a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the Team Member's 12-week maximum of FMLA leave in a 12-month period.

- ✓ Military caregiver leaves (also known as covered service member leave) to care for an injured or ill service member or veteran.

A Team Member whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

- ✓ The term "covered service member" means:
 - a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
 - b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- c) The term "serious injury or illness means:
 - (a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - (b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of the office, grade, rank or rating.
 - (c) Outpatient status, with respect to a covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

D. Amount of Leave

An eligible Team Member can take up to 12 weeks for the FMLA circumstances as described under this policy during any 12-month period. The Company will measure the 12-month period as a rolling 12-month period measured forward from the date a Team Member uses any leave under this policy. Each time a Team Member takes leave, the Company will compute the amount of leave the Team Member has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the Team Member is entitled to take at that time.

- ✓ If spouses both work for the Company and each wish to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses together may only take a **combined total** of 12 weeks of leave.
- ✓ If spouses both work for the Company and each wish to take leave to care for a covered injured or ill *service member*, spouses may only take a **combined total** of 26 weeks of leave.

Each individual is entitled to 12 weeks' leave because of serious personal health condition or to care for the serious health condition of a child or spouse without counting leave time taken by the other spouse.

E. Team Member Status and Benefits during Leave

This leave is UNPAID although Team Members may be eligible for short-or-long-term disability payments and/or Workers' Compensation benefits under those insurance plans) if leave is taken because of a Team Member's own serious health condition. FMLA and any available PTO will run concurrently. A Team Member must use any available PTO and/or sick time until said leave is exhausted. While a Team Member is on leave, the Company will continue the Team Member's health benefits during the leave period at the same level and under the same conditions as if the Team Member had continued to work.

- ✓ If, under the current Company policy, the Team Member pays a portion of the healthcare premiums, life insurance or disability plans the Team Member will continue to make payroll deductions to collect the Team Member's share of the premium as long as the Team Member continues to receive payroll.
- ✓ If the Team Member does not continue to receive payroll while on unpaid leave (no available PTO, etc.), the Team Member must continue to make this payment, either in person or by mail. The payment must be received by a human resource representative as required in the additional documents provided to the Team Member. If the payment is more than 30 days late, the Team Member's healthcare coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the Team Member's loss of coverage.
- ✓ If the Team Member chooses not to return-to-work for reasons other than a continued serious health condition of the Team Member or the Team Member's family member or a circumstance beyond the Team Member's control, the Company will require the Team Member to reimburse the Company the amount it paid for the Team Member's health insurance premium during the leave period.

While the Team Member is on unpaid leave, the Team Member may request continuation of such benefits and pay the respective portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the Team Member's share of the premium payments. If the Team Member does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the Team Member's share of any premiums, whether or not the Team Member returns to work.

- ✓ Any available PTO and/or sick time benefits will not continue to accrue while a Team Member is on FMLA leave nor will the Team Member receive holiday pay. The substitution of available PTO and/or sick time for unpaid leave does not extend the 12-week leave period under basic FMLA. Furthermore, in no case can the substitution of PTO and/or sick time for unpaid leave result in the receipt of more than 100 percent of a Team Member's salary.

F. Team Member Status after Leave

A Team Member who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the healthcare provider. This requirement will be included in the employer's response to the FMLA request. Generally, a Team Member who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The Company may choose to exempt certain key Team Members from this requirement and not return them to the same or similar position.

G. Use of Paid and Unpaid Leave

A Team Member who is taking FMLA leave because of the Team Member's own serious health condition or the serious health condition of a family member as defined in this document must use all available PTO, and/or unpaid personal leave (as applicable) concurrent with and/or prior to being eligible for unpaid leave.

Disability leaves for the birth of the child and for a Team Member's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA (and other applicable leave) and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the Team Member's 12-week entitlement. The Team Member may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. A Team Member who is taking leave for the adoption or foster care of a child must use all paid PTO, and/or other available leave, as applicable, personal or family leave prior to being eligible for unpaid leave.

A Team Member who is using military FMLA leave for a qualifying exigency must use all paid PTO and personal leave prior to being eligible for unpaid leave. A Team Member using FMLA military caregiver leave must also use all paid PTO, personal leave or sick leave (as long as the reason for the absence is covered by the Company's sick leave policy) prior to being eligible for unpaid leave.

H. Intermittent Leave or a Reduced Work Schedule

Leave due to a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours worked during a workweek or workday) if medically necessary.

Any service member leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours worked per workweek or workday). If the leave is unpaid, the Company will adjust the salary based on the amount of time actually worked.

In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

the Company may temporarily transfer a Team Member to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the Team Member or Team Member's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Company and the Team Member must mutually agree to the schedule before the Team Member may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the Team Member is taking leave for a serious health condition or because of the serious health condition of a family member, the Team Member should try to reach agreement with the Company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the Team Member must prove that the use of the leave is medically necessary.

I. Certification for the Team Member's Serious Health Condition

The Company will require certification for the Team Member's serious health condition in accordance with FMLA and/or appropriate policies as described in this document; applicable federal, state, and/or local laws. The Team Member must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Healthcare Provider for Team Member's Serious Health Condition: (<http://www.dol.gov/esa/whd/forms/WH-380-E.pdf>).

The Company may directly contact the Team Member's healthcare provider for verification or clarification purposes using a healthcare professional, and/or an HR professional and/or leave administrator. The Company will not use members of the Leadership Team for this contact. Before the Company makes this direct contact with the healthcare provider, the Team Member will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Company will obtain the Team Member's permission for clarification of individually identifiable health information. the Company has the right to ask for a second opinion if it has reason to doubt the certification. The Company will pay for the Team Member to get a certification from a second healthcare provider, which the Company will select. The Company may deny FMLA leave to a Team Member who refuses to release relevant medical records to the healthcare provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Company will require the opinion of a third healthcare provider. The Company and the Team Member will mutually select the third healthcare provider, and the Company will pay for the opinion. This third opinion will be considered final. The Team Member will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

J. Certification for the Family Member's Serious Health Condition

The Company will require certification for the family member's serious health condition. The Team Member must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Healthcare Provider for Family Member's Serious Health Condition

The Company may directly contact the Team Member's family member's healthcare provider for verification or clarification purposes using a healthcare professional, an HR professional, and/or leave administrator. The Company will not use members of the Leadership Team for this contact. Before the Company makes this direct contact with the healthcare provider, the Team Member will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Company will obtain the Team Member's family member's permission for clarification of individually identifiable health information.

The Company has the right to ask for a second opinion if it has reason to doubt the certification. The Company will pay for the Team Member's family member to get a certification from a second healthcare provider, which the Company will select. The Company may deny FMLA leave to a Team Member whose family member refuses to release relevant medical records to the healthcare provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Company will require the opinion of a third healthcare provider. The Company and the Team Member will mutually select the third healthcare provider, and the Company will pay for the opinion. This third opinion will be considered final. The Team Member will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

K. Certification of Qualifying Exigency for Military Family Leave

The Company will require certification of the qualifying exigency for military family leave. The Team Member must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave (<http://www.dol.gov/esa/whd/forms/WH-384.pdf>).

L. Certification for Serious Injury or Illness of Covered Service member for Military Family Leave

The Company will require certification for the serious injury or illness of the covered service member. The Team Member must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member: (<http://www.dol.gov/esa/whd/forms/WH-385.pdf>).

M. Recertification

The Company may request recertification for the serious health condition of the Team Member or the Team Member's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the Team Member seeks an extension of leave. Otherwise, the Company may request recertification for the serious health condition of the Team Member or the Team Member's family member every six months in connection with an FMLA absence. The Company may provide the Team Member's healthcare provider with the Team Member's attendance records and ask whether need for leave is consistent with the Team Member's serious health condition.

N. Procedure for Requesting FMLA Leave

All Team Members requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR Department. Within five business days after the Team Member has provided this notice, the HR representative will complete and provide the Team Member with the DOL Notice of Eligibility: <http://www.dol.gov/esa/whd/fmla/finalrule/WH381.pdf>

When the need for the leave is foreseeable, Team Members must provide the employer with at least 30 days' advanced notice. When a Team Member becomes aware of a need for FMLA leave less than 30 days in advance, the Team Member must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the Team Member must comply with the Company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

O. Designation of FMLA Leave

Within five business days after the Team Member has submitted the appropriate certification form, the HR Department will complete and provide the Team Member with a written response to the Team Member's request for FMLA leave using the DOL Designation Notice. (<http://www.dol.gov/esa/whd/forms/WH-382.pdf>).

P. Intent to Return-to-work from FMLA Leave

On a basis that does not discriminate against Team Members on FMLA leave; the Company may require a Team Member on FMLA leave to report periodically on the Team Member's status and intent to return-to-work.

Q. Exemption for Highly Compensated Team Members

Highly compensated Team Members (i.e., highest-paid 10 percent of Team Members at a worksite or within a 75-mile radius of that worksite) may not be returned to the former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the Company. (This fact-specific determination will be made by the Company on a case-by-case basis). The Company will notify Team Members if classified as "highly compensated" if the Company intends to deny reinstatement, and/or of Team Members' rights in such instances.

R. Pregnancy Leave

Pregnancy leave is granted under the same provisions and applicable laws as FMLA and/or in accordance with applicable policies (federal, state, and/or local laws). Team Members should notify a human resource representative upon becoming aware that leave is required for pregnancy so that arrangements/accommodations can be made to cover time off.

S. Other Employment While on Leave

Taking another job while on FMLA or any other authorized leave may lead to disciplinary action up to and including termination.

Unpaid Personal Leave of Absences/Pregnancy/Maternity and/or Paternity Leave

Unpaid personal leaves of absence from work should be arranged through the Human Resource Department. Big State Electric, LTD has a formal request form/process for this purpose. This policy may run concurrent with other leaves of absence discussed in this document (see also, *Attendance and Time Off*, as applicable). This policy shall run concurrent with any federal, state, and/or local law (including Workers' Compensation-related injuries). See also, *PTO, Americans with Disabilities Act, FMLA, and/or Attendance and Time Off*, as applicable.

Big State Electric, LTD will comply with all relevant Equal Employment Opportunity Commission, HIPAA/other Team Member privacy rules, ADA (as amended), and any/all other anti-discrimination and anti-retaliation policies as stated in this document and in accordance with federal, state, and/or local regulations.

The term "leave of absence" means an approved absence from work, usually without pay, for a period of time in excess of three (3) consecutive workdays. Such leaves of absence may be granted at the sole discretion of Big State Electric, LTD unless otherwise mandated by federal, state, or local laws, ordinances and/or regulations; however, this leave will not be approved to "try out" another job with another employer.

Team Members granted leaves of absence are required to use any available PTO concurrent with this leave, as applicable (and when appropriate). Unless otherwise required, PTO will cease to accrue during this leave. Likewise, Team Member may not be entitled to any bonuses or other forms of additional compensation while out on a leave of absence, in accordance with federal, state, and/or local law. This time may be deducted from accrual of time needed to receive performance evaluations, if applicable.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity. If a Team Member takes time off for a condition that progresses into a serious health condition and the Team Member requests unpaid leave as provided under this policy, the Company may designate all or some portion of related leave taken as leave under this policy, to the extent that the leave meets the necessary qualifications.

Furthermore, this policy is applicable for serious illnesses and/or injuries for the Team Member and/or family members in which the Team Member is the primary caregiver. For purposes of this policy, “immediate family” includes a spouse, domestic/common-law partner/spouse, children and stepchildren under the age of 18 years and/or unable to care for themselves; parents, step-parents, legal guardians; in-laws (father, mother, sister, brother, daughter, son). Team Members may be required to show proof of any relationship and/or provide additional information from a healthcare provider.

Team Members with questions about this policy should consult directly with a human resource representative.

Uses for Leave of Absence

Unpaid personal leaves of absence (not otherwise governed by federal, state and/or local laws) may be granted at the sole discretion of the Company for up to a maximum of thirty (30)-calendar days (per situation). An extension beyond thirty (30)-calendar days may be considered on an individual basis and in accordance with the EEO and other policies in this document. This policy shall run concurrent with occupational illnesses/injuries (Workers’ Compensation).

Unpaid Personal Leaves of Absence may be used for the following reasons:

- To care for the Team Member’s child during the first thirty (30)-calendar days following birth*
- To care for a child during the first thirty (30)-calendar days following placement with the Team Member for adoption or foster care*
 - ***NOTE:** In cases when a married couple is employed by Big State Electric, LTD, the two spouses together may take a *combined total* of sixty (60)-calendar days’ leave during any period for reasons related to birth of a child and/or following placement with the Team Member for adoption or foster care
- To care for a spouse, son, daughter (under the age of 18 years unless unable to care for themselves), or parent (“covered relation”) with a serious health condition in which the Team Member is considered the primary caregiver
- For incapacity due to the Team Member’s pregnancy, prenatal medical or childbirth; *or*
- Because of the Team Member’s own serious health condition that renders the Team Member unable to perform an essential/required function of the position
 - This includes occupational and/or non-occupational injuries and/or illnesses
 - A “serious health condition” is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed healthcare provider

Use of PTO During an Unpaid Personal Leave of Absence

Team Members granted personal leaves of absence under this policy are *required to use any* available PTO concurrent with this leave. Unless required by federal, state, or local laws, PTO will cease to accrue during this leave. Likewise, unless otherwise required, Team Members may not be entitled to any bonuses or other forms of additional compensation while out on a personal leave of absence. This time **may** be deducted from accrual of time needed to receive performance evaluations or other Company-sponsored benefits. Time off benefit accruals (such as PTO or other similar programs, holiday pay, etc.) may be suspended during this leave and may resume upon returning to active employment status, if applicable.

Requesting an Unpaid Personal Leave of Absence

Under this policy, Team Members may be required to request an Unpaid Personal Leave of Absence in accordance with Company policies as defined in this document and/or at least thirty (30)-calendar days in advance, for foreseeable personal or family-related illnesses and/or injuries.

For non-foreseeable, non-occupational injuries, a Team Member shall notify a human resource representative directly, as soon as possible after the personal injury or onset of the illness or medical condition that restricts the performance of the Team Member's regular duties. For purposes of this policy, "as soon as possible" is defined as within twenty-four (24) hours.

Leaves of absence from work should be arranged directly through a human resource representative. The human resource representative will consult with a member of the Leadership Team, as appropriate and in adherence to HIPAA and/or Team Member privacy rules as defined in this document.

Unpaid Personal Leave of Absence must be approved prior to taking time off in accordance with Company policies; and/or federal, state and/or local regulations; however, Big State Electric, LTD may activate/approve/consider an Unpaid Personal Leave of Absence should employer receive credible knowledge of a pending and/or active situation (such as an occupational injury; hospitalization, etc.).

Team Members are prohibited from obtaining/seeking other employment while on a personal leave of absence. Acceptance of other employment while on an Unpaid Personal Leave of Absence may be treated as a voluntary resignation from employment.

Team Member Insurance Premium Payments while on Leaves of Absence

Team Members are required to continue paying voluntary and/or Company-sponsored premiums, as applicable, according to the regularly-scheduled deductions.

- Team Members may also choose to pay premiums in advance

Failure to pay for applicable Company-sponsored healthcare/medical and/or other benefits while out on Unpaid Personal Leaves of Absence (as required) may result in the loss of applicable benefits. Notification of the termination of benefits will be sent to the address provided by the Team Member fifteen (15)-calendar days prior to terminating Company-sponsored health and welfare benefits. Team Member will receive information about COBRA elections in this circumstance.

- Other voluntary Company-offered/elected benefits may be terminated immediately without advance notification

Team Members who lose health and welfare benefits during a leave of absence may again be reinstated according to the requirements of the applicable plans

Team Members should speak directly with a human resource representative prior to taking leave to ensure a thorough understanding of all of obligations; rights and responsibilities while on leave (such as periodic reporting and re-verification obligations, if applicable).

Leave of Absence Return-to-Work Program

The purpose of the Leave of Absence Return-to-Work Program Policy is to ensure a safe and healthy workplace for Team Members, and to assist Team Members in returning to work from both work-related and non-work-related injuries and illnesses.

This policy is not intended to instruct the procedures applicable to Team Members eligible for reasonable accommodation or covered under the Americans with Disabilities Act (ADA) or leave benefits under the Family Medical Leave Act (FMLA). Inquiries about the ADA or FMLA should be directed to a member of the Human Resource Department.

The policies and procedures provided herein apply to all Team Members of the Company. This policy shall apply to Team Members who are restricted in the performance of the essential/required functions due to compensable work-related injuries; non-occupational injuries/illnesses, FMLA and/or non-FMLA situations. Additionally, this policy may, at the Company's discretion, be applied in situations when a Team Member is

restricted in the performance of the regular duties due to injury, illness or medical condition or due to work-related accident/injury.

The Company believes it is in the best interest of the Company and its Team Members to facilitate the expedient return of Team Members to duty after the absence(s) are due to a work-related injury, illness, and/or other medical condition (either with or without restrictions). This policy shall be applied in situations when a Team Member is restricted in the performance of the regular duties due to personal injury, illness or medical condition or due to a work-related accident/injury.

Team Members may be required to present a return-to-work release form from a healthcare provider indicating reasonable accommodations (if any).

In accordance with federal, state and/or local laws/regulations, a Team Member returning from a personal leave may or may not be offered the same position held at the time the leave was taken. If the same position is not available, the Team Member may be offered a comparable position. If neither the same nor a comparable position is available at the time, the returning Team Member will be given preferential consideration for up to thirty (30) calendar-days for any open position for which the Team Member applies and is qualified for (either with or without accommodations).

Unless otherwise indicated, there is no guarantee of reinstatement and return-to-work. A return-to-work will depend on the Team Member qualifications for existing openings (if any), either with or without reasonable accommodations.

Failure to contact a human resource representative to discuss returning to work in accordance with the policies outlined in this document may be construed as a voluntary termination of employment.

Return-to-Work Options

In accordance with federal, state and/or local regulations, Big State Electric, LTD reserves the right to offer return-to-work options for all Team Members on unpaid personal leaves of absence; whether occupational or non-occupational illnesses and/or injuries, and in accordance with federal, state, and/or local regulations. Return-to-work options may include the following:

Leave of Absence Transitional/Modified Duty

Big State Electric, LTD will adhere to the requirements of the Americans with Disabilities Act (ADA) when determining whether or not a Team Member is eligible for transitional and/or modified duty assignments (see Americans with Disabilities Act in this document); however, the Company cannot guarantee availability of transitional and/or modified positions and is under no obligation to offer, create, and/or encumber any specific position for purposes of offering placement. Furthermore, the Company cannot guarantee the length of time a transitional/modified position will remain available.

The human resource representative will confer with appropriate members of the Leadership Team in all divisions when attempting to secure transitional/modified duties that meet the restrictions provided by Team Members' healthcare provider(s).

Team Members may experience one or more of the following situations, respectively:

Released to Return-to-work with No Restrictions – Prior to returning to work, Team Members may be required to provide the Human Resource Department with a note from a healthcare provider indicating that Team Member is released to return-to-work, without restrictions.

If this is a work-related injury/illness, a human resource representative will notify the appropriate member(s) of the Leadership Team, and the Workers' Compensation plan administrator.

Released to Return-to-work with Restrictions – If the Team Member is released to return-to-work with restrictions, a human resource representative will review the restrictions set forth by the healthcare provider and work with appropriate members of the Leadership Team to determine if transitional/modified duty is available for the Team Member.

No Release to Return-to-work – Team Members not released to return-to-work with or without restrictions are required to maintain communication with a human resource representative and provide updates and/or changes for the situation.

Furthermore, a human resource representative will remain in contact with the Workers' Compensation plan administrator in cases of occupational injuries and/or illnesses to obtain the Team Member's prognosis for recovery and the Team Member's functional capacity.

Transitional/modified duty must meet the Company's staffing needs and accommodate the Team Member's restrictions while taking into consideration the welfare and safety of Team Members; Company, and stakeholders.

A human resource representative will schedule an initial return-to-work meeting with the Team Member and the appropriate member(s) of the Leadership Team to coordinate the return-to-work in compliance with the restrictions.

When/if a Team Member is approved for transitional/modified duty, a human resource representative will complete the Bona Fide Offer of Employment to serve as documentation of the duties the Team Member will perform during the transitional duty period. A human resource representative may send a copy of the Bona Fide Offer of Employment to the Team Member, as required (via regular mail, certified mail, and/or hand-delivery). Team Members are required to contact the human resource representative upon receiving the documents related to the Unpaid Personal Leave of Absence.

During transitional duty, a human resource representative will meet with the Team Member at routine intervals to evaluate the Team Member's progress; determine the length of time a Team Member will remain on transitional/modified duty and/or if there are any modifications to the healthcare-provider statement.

Transitional duty may be altered, upgraded, or changed in a manner consistent with medical restrictions and in accordance with an individual's improved condition. A human resource representative may amend the Bona Fide Offer of Employment should the Team Member demonstrate improvement or regression and in concert with information from the Team Member healthcare provider and applicable federal, state, and/or local regulations. Requests for amendments must be resubmitted to the appropriate healthcare provider for approval and a copy forwarded to the Workers' Compensation plan administrator (if applicable).

Return-to-Work Employment-at-Will

All Team Members, regardless of the classification or position, are considered employed "at-will." This means employment may be terminated at the *will* of the Team Member and/or the Company at any time; with or without cause and/or with or without notice. No officer, agent, representative, or Team Member of the Company has any authority to enter into any Agreement with any Team Member or applicant for employment on other than on an at-will basis (see also, *Employment-at-Will* in this document).

Should any position (including transitional/modified duty positions) in the Company require additional screening criteria (such as a driver's examination, background investigation and/or a drug test), and/or if a Team Member has been offered a transitional/modified position before any such investigation or test is completed, continued employment will remain contingent upon a satisfactory result on all required tests and/or applicable screening.

Furthermore, nothing contained in this document; policies, procedures, Handbooks, manuals, job descriptions, employment application, Bona Fide Offers of Employment, Conditional Offers of Employment,

or any other document of the Company shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

Sanctions

Failure to report an on-the-job injury, illness or accident, regardless of the severity by the end of the scheduled shift OR close of business the day of the occurrence may result in denial of a claim and/or further disciplinary action up to and including termination.

Military Leave

Big State Electric, LTD will grant a military leave of absence to Team Members who are absent from work due to serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Team Members are required to give the Human Resource Department advance notice of upcoming military service, unless military necessity prevents advance notice, or it is otherwise impossible or unreasonable.

The military leave may be unpaid; however, Team Members may use any available accrued PTO (if applicable and/or in accordance with the policies in this document and/or federal, state, and/or local laws), for the absence in accordance with the policies noted in this document and/or government regulations.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which Team Members are otherwise eligible. Benefit accruals such as PTO and/or holiday benefits may continue during a military leave of absence.

Team Members who are on military leave for up to 30 days must return-to-work on the first regularly scheduled work period after service ends (allowing for reasonable travel time). Team Members who are on military leave beyond 30 days must apply for reinstatement in accordance with USERRA and all applicable state laws.

Team Members returning from military leave (depending on the length of military service in accordance with USERRA), will be placed either in the position that would have attained if the Team Member had remained continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, Team Members will be treated as if continuously employed. Contact any member of the Leadership Team and/or a human resource representative for more information.

Team Members are required to receive eight (8) hours of rest between military assignments and returning to work; however, normal attendance policies and rules as outlined in this Handbook still apply.

the Company has established comprehensive Company-sponsored and voluntary Team Member benefits designed to assist Team Members and selected eligible dependents. Our benefits package represents a hidden value to our Team Members. This manual does not describe the current benefit plans maintained by the Company; refer to the actual plan documents and summary plan descriptions for specific questions regarding the benefit plan.

the Company reserves the right to amend, alter, modify, change or cancel any of the benefit programs or to require or increase Team Member premium contributions toward any benefits with or without advance notice. This reserved right may be exercised in the absence of financial necessity.

Whenever an amendment is made to any of the Company benefits programs, the respective plan administrator will complete the process for review and approval. The respective plan administrator may notify plan participants of all approved amendments or plan terminations, in accordance with the requirements of applicable federal law.

Occupational Illness/Injury

Definitions

Occupational Injury – an accident arising out of and in the course of employment.

Occupational Illness – a disease arising out of and in the course of employment, but, unless otherwise provided by the Texas Worker's Compensation Act, not an ordinary disease of life to which the general public is exposed outside of the employment.

Incident or Accident – any activity or situation which contributed to an alleged illness and/or injury. Incidents may include motor vehicles, equipment, other Team Members or individuals, tools, etc.

Responsibilities, Requirements, and Procedures

Team Members are required to seek medical assistance and take all measures necessary to protect life and property before reporting injury or illnesses. Team Members must report any/all incidents, accidents, illnesses and/or injuries to any member of the Leadership Team, and/or a human resource representative within one (1)-hour (whenever possible) of any work-related injury and/or illness.

A member of the Leadership Team is responsible for completing the First Report of Injury and submitting it to the human resource representative within one (1) hour of the incident, accident, illness and/or injury. Within a reasonable period after any incident, accident, illness and/or injury, a member of the Leadership Team, and/or a human resource representative will communicate with the healthcare provider.

All equipment, vehicle or personal injury accidents are to be reported immediately (within one hour) to a member of the Leadership Team, and/or a human resource representative. A member of the Leadership Team is required to notify a human resource representative of all occupational injuries and/or illnesses within one (1) hour following notification of an illness and/or injury.

Team Members are required to submit to a post-accident/injury/incident/illness drug, whether or not treatment is received and/or administered. A specimen must be given at the time of the incident, accident, injury and/or illness. In accordance with federal, state and/or local law, a Team Member who tests positive for alcohol, illegal drugs, or a controlled substance(s) may relieve the Company from any and all liability, including any medical expenses incurred in connection with the incident.

Furthermore, Team Members refusing treatment for an occupational injury and/or illness may be required to sign a Waiver of Treatment; however, the Team Member may be required to submit to a drug test in adherence to federal, state, and local regulations and the Company policies outlined in this document. A member of the Leadership Team (and in limited cases, the human resource representative) is responsible for driving the injured/ill Team Member for test administration. Refusals to submit to a drug (or other) screening may lead to further disciplinary action, up to and including termination (see also, *Drug Free Workplace* in this document).

The Human Resource Department will serve as the Company's Return-To-Work Coordinator; will review the First Report of Injury or information related to the accident, injury or illnesses (whether or not work-related) and, where applicable, submits the information to the Workers' Compensation administrator within 24 hours from the date Big State Electric, LTD receives notification of the issue.

Team Members are responsible for providing the Human Resource Department with a current telephone number and address so that the Team Member can be contacted. The Team Member must notify the Human Resource Department (directly) within twenty-four (24) hours of any and all changes in medical conditions.

For non-occupational injuries, Team Members are required to notify the Human Resource Department, and/or a member of the Leadership Team as outlined in this document. DO NOT DISCLOSE the specific nature of the condition without first speaking with the Human Resource Department unless not doing so would threaten safety of self or Team Members.

Within a reasonable period after the incident or injury, the Human Resource Department may communicate with the medical provider or appropriate medical personnel, if necessary. This communication may include a discussion of return-to-work options, such as temporary transitional/modified duty.

The Human Resource Department may submit the Team Member's job description and First Report of Injury to healthcare providers, as appropriate.

Refusal to submit to a drug test and/or a "diluted" and/or "suspicious" test result may result in the same consequences as a positive drug test result.

The injured Team Member is required to inform the healthcare provider or medical facility that modified duty may be available. Team Members are required to forward all medical information associated with the workplace injury/illness (healthcare provider's work status report, medical records, etc.) to the Big State Electric, LTD, Attention: Human Resource Department – CONFIDENTIAL.

Failure to follow the procedures as outlined in this document may induce further disciplinary action up to and including termination.

Failure to report an on-the-job injury or illness as described in this document may result in denial of a claim and/or further disciplinary action up to and including termination.

Time Off for Occupational Illnesses

Team Members are required to use available PTO concurrent with any time off for occupational illnesses and/or injuries.

Workers' Compensation Insurance

The Company provides a comprehensive Workers' Compensation Insurance program to our Team Members. The Workers' Compensation program covers injuries or illnesses sustained during the course and scope of employment that requires medical, surgical, or hospital treatment. It is subject to applicable legal requirements.

Neither the Company nor the insurance carrier will be liable for the payment of Workers' Compensation benefits for injuries that occur during a Team Member's voluntary participation in any off-duty recreational, social, or athletic activity whether or not said activity is sponsored by the Company.

Team Members may be required to use available PTO concurrent with any time off for work-related injuries/illnesses.

Be aware, state law makes it a crime to file a knowingly false or fraudulent claim for Workers' Compensation benefits or to submit knowingly false or fraudulent information in connection with any Workers' Compensation claim. Violation of this law is punishable by imprisonment, fines or both. Filing a false or fraudulent Workers' Compensation claim is also a violation of the Company policy, and may result in disciplinary action, up to and including immediate termination.

Team Member Benefits Program

The Company established comprehensive Company-sponsored and voluntary Team Member benefits package designed to assist Team Members and selected eligible dependents. Company benefits packages represent a hidden value to our Team Members. This manual does not describe the current benefit plans

maintained by the Company; refer to the actual plan documents and summary plan descriptions for specific questions regarding the benefit plan.

Team Members should contact a human resource representative, and/or access the Team Member Portal as applicable for any questions regarding benefits.

The Company reserves the right to amend or cancel any of the benefit programs or to require or increase Team Member premium contributions toward any benefits with or without advance notice. The respective plan administrator may notify plan participants of all approved amendments or plan terminations, in accordance with the requirements of applicable federal, state, and/or local law.

Big State Electric, LTD will only release benefits and any benefit-related information to the respective Team Member. To authorize the Company to speak with other individuals about Company-sponsored benefits (and/or other private information), contact a human resource representative. Authorization must be completed in writing and in accordance with federal, state, and/or local laws.

ERISA statement

Details regarding each benefit plan are contained in the Company's Benefit Booklet. Benefit plans governed by the federal Team Member Retirement Income Security Act (ERISA) may be further described in formal summary plan descriptions or other legal documents. Team Members may ask a human resource representative for a copy of these documents.

Personnel Information

Personnel Data Changes

Team Members are responsible for providing the Human Resource Department with current information including (but not necessarily limited to) addresses, E-mail addresses, telephone numbers, marital status updates, emergency contact information, insurance beneficiaries, changes in dependents, marital status, specialized training and/or skills acquired, etc., in writing. Please use the appropriate form to note any changes in addresses, phone numbers, emergency contact information, marital status, number of dependents, etc. Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form (these changes are solely the responsibility of the Team Member).

To report changes, or to ask any questions regarding what information constitutes "relevant," please contact a human resource representative. Team Members who mail written changes should contact a human resource representative to confirm receipt of any documents.

Access to Personnel Files

The Company maintains a personnel file on each Team Member that may include highly confidential information such as employment applications and related hiring documents; training records, performance documentation, salary history, and other employment-related information. Members of the Leadership Team may occasionally have controlled access to a Team Member's personnel file.

Team Member personnel files are the property of the Company. Unless otherwise required under federal, state and/or local law, personnel records will not be released without the appropriate documentation.

Social Security Number Privacy Act

It is the policy of Big State Electric, LTD to ensure to the extent practicable the confidentiality of Team Members' Social Security Numbers in accordance with applicable federal, state, and/or local laws.

The Company will not intentionally do any of the following acts which result in a prohibited disclosure of Team Members' Social Security Numbers. Violation of this policy will result in discipline up to and including discharge.

- ✓ Publicly display more than four (4) sequential digits of a Social Security Number
- ✓ Use more than four (4) sequential digits of a Social Security Number as a primary account number or use more than 4 sequential digits of a Social Security Number on any identification badge or card, membership card, permit or license, except as permitted by law
- ✓ Require Team Members to use or transmit more than four (4) sequential digits of Social Security Numbers over the internet or on a computer system or network or to gain access to the internet, computer system or network unless the connection is secure, or the transmission is encrypted. Similarly, the Company will not require Team Members to use or transmit more than four (4) sequential digits of Social Security Numbers to gain access to the internet or a computer system unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification or authentication device is also required
- ✓ Include more than four (4) sequential digits of Social Security Numbers on the outside of envelopes or packages or visible internal areas
- ✓ Include more than four (4) sequential digits of Social Security Numbers in documents or information mailed to individuals, except as permitted by law

The Company limits access to Social Security Numbers to those Team Members and/or outside consultants whose job duties require the use of this information in connection with Company business.

The Company will properly dispose of documents containing Social Security Numbers by ensuring that all such materials are shredded or otherwise destroyed prior to discarding such information. Data stored in electronic format will be rendered irretrievable before computers are discarded or destroyed.

Change in Employment Status

Resignations

The Company hopes that all Team Members find employment with the organization to be a rewarding experience; however, Team Members are requested to provide a voluntary two weeks' notice prior to resigning whenever possible. PTO, and/or other available paid time off may not run concurrent with a voluntary two-weeks' notice. Failure to work through a voluntary two-weeks' notice may be recorded as 'job abandonment.'

Prior to a Team Member's departure, an exit interview may be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

All Company tools, equipment, keys, passcodes, and Company ID badges, etc. shall be returned in good condition to the Company prior to the final day of employment. Personal devices used for Company business must be reviewed by the IT Department for removal of proprietary information.

Remote location Team Members are expected to firmly and securely pack all equipment for safe, undamaged return. Remote Team Members may request a pre-printed carrier label from the Human Resource Department for the safe return of all Company property.

Failure to return items issued by the Company may be deducted from the final paycheck in accordance with federal, state and/or local regulations.

Medical Information and Confidentiality

The Company strives to protect the privacy of its Team Members' medical information to the greatest possible extent. To that end, the Company provides the following guidelines regarding the confidentiality of medical information:

- Any medical information concerning Team Members will be maintained in separate, confidential medical files apart from regular personnel records. Only authorized Team Members may ever have access to such files
- Team Members are hereby notified that medical information concerning Team Members is absolutely confidential under state and federal laws and may not be discussed at any time with any person under any circumstances, unless a Team Member needs to do so in order to carry out the job duties; unless the person discussing the information is talking with the subject of the information at that person's invitation. If a Team Member is concerned about a possible medical condition on the part of a coworker, the Team Member must not discuss the concerns with anyone other than a human resource representative
- Team Members are prohibited from discussing medical information for self or family (including self-disclosure)
- Any Team Member who is found to have discussed medical information about another Team Member with anyone else in violation of this policy, or who is found to have released such information without authorization, will be subject to severe disciplinary action, up to and possibly including immediate termination from employment. In addition, state and federal laws may subject such a Team Member to both civil and criminal action in a court of law

Personal Business

Personal Mail

All mail delivered to the Company is to be business-related; therefore, please have all personal mail delivered to a home (or other) address. All mail delivered to the Company may become the property of the Company. The Company postage, meters, letterhead or items containing the Company logo (or the Company logo or the Company trademarks) may not be used for personal correspondence.

Personal Business/Use of Personal Cellphones

Team Members are expected to maintain the highest levels of safety, productivity, and professionalism while on Company premises, active jobsites, and while performing work on behalf of Big State Electric, LTD. Personal cellphone use during working hours is restricted to ensure adequate situational awareness, to reduce distractions, and to promote a safe and efficient work environment.

Personal calls or text messages may not be placed or received during working hours except in the case of a verifiable emergency. Emergencies include only those situations presenting an imminent threat to safety or wellbeing, life-or-death circumstances, or situations requiring the Team Member's immediate involvement to prevent harm. In all cases, Team Members must follow established safety expectations and use hands-free devices only where permitted by law.

Personal cellphones must remain in the "off" or "silent" position during working hours. On active jobsites, Team Members may not use, handle, or check personal cellphones after the Job Hazard Analysis (JHA) has been reviewed without direct approval from the Foreman. Approval is intended only for urgent or work-related needs that do not compromise safety. At no time may personal cellphones be used, handled, or viewed while walking, performing work tasks, operating tools or equipment, or while inside any active work zone.

Team Members must exercise discretion when using any cellphone. Excessive personal calls, text messages, app usage, or other personal activity during the workday interferes with productivity and may distract others. Personal cellphones may not remain on during meetings and should never be answered during interactions with customers, clients, or site visitors.

Unauthorized use of personal cellphones may result in disciplinary action, up to and including termination. The Company will not be liable for loss, theft, or damage to personal cellphones brought to or used in the workplace.

Key Points:

- Personal cellphone use is prohibited during work hours except in true emergencies.
- Emergencies are limited to situations involving imminent safety risks or life-threatening conditions.
- Personal cellphones must remain off or silent while on duty.
- No cellphone may be used, handled, or checked while walking, performing tasks, operating tools/equipment, or inside active work zones.
- After the JHA, cellphone use requires direct Foreman approval.
- Cellphones may not remain on during meetings.
- Team Members must never answer personal calls during customer or client interactions.
- Excessive personal cellphone use is prohibited.
- Unauthorized use may result in disciplinary action up to termination.
- BSE is not responsible for loss, theft, or damage to personal devices.

Personal Use of Electronic Devices

The use of personal electronic devices must never interfere with proper business communication, jobsite safety, or the operations of the Company. To maintain situational awareness and reduce the risk of injury, the use of headphones, earbuds, AirPods, gaming headsets, or any similar audio devices is strictly prohibited on all Company worksites. This includes all work activities such as walking around the site, material handling, equipment operation, and general task performance.

Unless otherwise dictated by federal, state, and/or local laws, and in accordance with the policies in this and the safety requirements, only approved hearing-assistance devices or approved translation devices used for safety meetings, training, or language interpretation may be permitted. Devices used for music, entertainment, or personal audio are not allowed under any circumstance while performing work for the Company.

Use of electronic devices that interfere with safety, concentration, communication, or workflow is prohibited. Any exceptions require prior authorization from a member of the Leadership Team or the Human Resource representative.

Unauthorized use of electronic devices may result in disciplinary action, up to and including termination.

Key Points:

- Headphones, earbuds, AirPods, and similar devices are prohibited on all jobsites
- Prohibited during all work activities, including walking, material handling, and equipment operation.
- Only ADA-required hearing devices or approved translation devices are permitted.
- No personal audio, entertainment, music, or media use is allowed during work.
- Any exception must be approved by Leadership or HR.
- Unauthorized use may result in disciplinary action up to termination.

Personal Visitors

To better protect the safety and security of Team Members as well as the Company, property and facilities, only pre-authorized visitors are allowed in the workplace and/or worksites. Restricting unauthorized visitors helps to maintain safety standards and safeguards Team Members, customers, stakeholders, equipment, and confidential information against theft, and reduces potential distractions and disturbances.

All visitors should enter the Company at the Main Office entrance. Once authorized, visitors will receive directions or be escorted to the destination(s). Team Members are responsible for visitor conduct and therefore are responsible for taking steps to ensure visitor safety. Personal visitors are not permitted on worksite locations without the express written permission from a member of the Leadership Team and/or a human resource representative. Said written authorization must be turned into the human resource representative by a member of the Leadership Team and must contain dates of authorization.

Team Members who see an unauthorized person(s) on the premises should immediately (upon noticing the unauthorized person) notify any member of the Leadership Team and/or a human resource representative.

Gifts and Gratuities

Team Members are strictly prohibited from accepting inducements or rewards of any kind (valued at more than \$100.00) from any project source or sources tied to projects or the Company without permission from a member of the Leadership Team and/or a human resource representative. This prohibition includes (but is not limited to) cash, incentive payments, trips, clothing, tickets, merchandise, and/or any other possible incentives, inducements, and/or special consideration. Team Members who are offered, and/or accept such gifts and/or gratuities as described in this document are required to have whomever is presenting the incentive complete the appropriate paperwork AND report the items to a human resource representative, immediately. For purposes of this policy, "immediately" is defined as "by the end of the same business day."

Use of Likeness Waivers

Team Members may be asked to sign a "Likeness Release and Waiver" Agreement before using any Team Member's picture, portrait, likeness, and/or photograph in all forms, media, and manners, without restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. By signing this waiver, Team Members will waive the right to royalties and/or other compensation arising from or related to the use of the photographs. Although signing this waiver is voluntary, Team Members agree that use of likeness may be used now or in the future, whether that use is known or unknown, and/or regardless of employment status. For more information, Team Members may contact the Human Resource Department.

Housekeeping

EVERY TEAM MEMBER IS RESPONSIBLE for maintaining work areas in a presentable and professional manner. At the close of each business day, all tools, materials, supplies, etc. must be cleaned, secured, and placed in the appropriate area (whether on or off site). NO paperwork, equipment, materials, etc. should ever be left outside and/or unsecured for any reason. Team Members may not litter or discard trash in areas not designated specifically for refuse; this includes cigars, cigarettes, and spitting chew.

It is the responsibility of every Team Member to maintain a safe work environment; therefore, please fix safety hazards in a manner consistent logic and good individual judgment or report the hazard to any member of the Leadership Team and/or a human resource representative.

Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to Team Members or others. Unsafe, destructive, careless, negligent, unauthorized,

or improper use or operation of equipment may result in disciplinary action up to and including termination of employment.

Off-Duty Social and Recreational Activities

Participation in off-duty social and/or recreational activities such as lunches, dinners, fundraisers and some presentations are considered strictly voluntary and therefore unpaid. The Company is not responsible for any injuries or accidents that may occur during non-Company sponsored social and recreational activities. Team Members are prohibited from being on the Company premises or making use of materials and/or supplies for purposes of social and recreational activities without the written consent of any member of the Leadership Team and/or a human resource representative.

Time for attending training events away from the office is considered “work hours” and attendance at such training events must be approved through the express invitation of any member of the Leadership Team and/or a human resource representative.

Parking

Team Members may park only in specifically designated areas on Company property or worksite locations. Storage for Team Member-owned vehicles including (but not limited to) automobiles, trucks, recreational vehicles, motor bikes, bicycles, etc. is not available. The Company assumes zero responsibility for damage or loss of automobiles or other personal property. Please ask any member of the Leadership Team and/or a human resource representative for more information.

Team Members should not park in visitor parking spaces and should show courtesy to allow the closest spots to the entrance for Team Members who may have a handicap parking sticker. Parking spaces are not assigned to any one individual; therefore, parking is on a first-come/first-served basis.

It is requested that all team members respect our community, and other Team Members, and park in areas that allow for the community, its members and Team Members to arrive and leave with ease.

Vehicle Fleet Safety Policy

Team Members may be required to sign the *Vehicle Fleet Safety Policy Program*, if applicable.

Vehicle Use Policy Statement

Big State Electric, LTD (also referred to as “Big State Electric, LTD,” and/or “the Company” in this policy) is dedicated to eliminating conditions that adversely affect the wellbeing of Team Members, and conditions that otherwise threaten the reputation of the Company, and/or corporate assets through accidental losses. The Company therefore insists that all Team Members operate all vehicles in a safe, defensive, and economical manner at all times.

Big State Electric, LTD recognizes that the responsibilities for safety and loss prevention must be shared by everyone; therefore, as part of this program, Big State Electric, LTD endorses all applicable state motor vehicle regulations related to both driver and Company responsibilities.

This policy applies to any/all Team Members who drive Company-issued vehicles (defined as, and including, but not limited to any vehicle rented, leased, owned by the Company and/or used for any reason during the commission of Company business), and/or any/all Team Members who drive personal vehicles on behalf of the Company, respectively.

Team Members may be required to sign the *Vehicle Fleet Safety Policy and Program* prior to operating any motor vehicle on behalf of the Company.

All Team Members are required to sign the Team Member Handbook as part of this program. **In the event of a policy and/or procedure conflict, the Team Member Handbook (also referred to as the “Team Member Handbook” shall be the controlling document.**

This, and all other Big State Electric, LTD policies shall adhere to all federal, state, and/or local regulations and the policy of Equal Employment Opportunity and anti-retaliation, respectively.

Company-Issued Vehicle Use

Except in cases of true emergencies and/or for applicable repair-testing conducted by mechanics, Company-issued vehicles (whether rented, owned, and/or leased) may be driven by pre-authorized Team Members ONLY. Spouses, partners, relatives, and/or friends/associates are strictly prohibited from driving any Company-issued vehicle. Furthermore, Team Members are strictly prohibited from using any/all Company-issued vehicles (as defined in this policy) for any personal business and/or errands (no matter how short and/or quick the trip), during time off, and/or after work hours including (but not limited to) nights, and/or weekends, etc.

Furthermore, Team Members are strictly prohibited from using any Company-issued vehicle as defined in this policy for any purpose for which it was not designed including, but not necessarily limited to, operating beyond its design limits, operating in areas and/or locations for which it was not designed, and/or causing damage through neglect, misuse, improper driving techniques and/or improper handling.

Approved Driver Requirements

All Big State Electric Team Members must complete the following before driving a Company vehicle and/or before driving on behalf of the Company:

- Driving record has been pulled and reviewed; driver approved by the branch Safety Leadership Team Member
- Big State Electric, LTD Vehicle Fleet Safety Policy and Program has been read; questions have been answered, and the Fleet Safety Policy and Program Acknowledgment has been signed
- Big State Electric, LTD-required annual training for driving safety completed

All paperwork must be submitted to the branch Safety Leadership Team Member for recordkeeping purposes. The Big State Electric Annual Driver Agreement shall be reviewed and signed (annually) by all Big State Electric Team Members who drive Company vehicles and/or drive on behalf of the Company.

Use of Electronic Devices

GPS Monitoring Devices

Global Positioning System (GPS) tracking devices are installed on most Company-owned vehicles, equipment and/or property. These devices are used for Company purposes only and allow the Company to ensure safety, track and retain equipment, as well as to reduce the risk of liability. The Company will not use these devices for anything other than the intended purposes.

Team Members are strictly prohibited from disabling, tampering with, destroying, altering, covering, and/or changing properties of any GPS device. Team Members are required to notify by a member of the Leadership Team and/or Human Resource Department immediately (upon noticing the situation and before the next use of the vehicle or equipment) if the GPS devices are tampered with, broken, and in any way altered.

Failure to follow this policy may lead to further disciplinary action, up to and including termination.

Company Vehicles

All Team Members who drive vehicles in which a GPS unit has been installed are expected to comply with all governmental statutes and regulations related to operation of motor vehicles. GPS data may be used to monitor speed, time of arrival, length of stop, time vehicle is spent idling, unauthorized use, location of the vehicle at every stop, seat belt use, mileage, acceleration and deceleration.

Equipment

GPS units installed on Company equipment and/or property have been installed to limit the costs associated with lost, stolen and/or vandalized equipment. GPS data may be used to determine the use and/or location of the equipment and/or property.

Personal/Business/Use of Electronic Devices and Cellular Telephones

Excessive personal calls, texts, etc. during the workday, regardless of the phone used, can interfere with Team Member productivity and may be distracting to others; therefore, Team Members are permitted to make personal calls on personal or Company-issued cellphones in moderation, behind closed doors and/or in private areas where other individuals cannot hear your conversations. Team Members are encouraged to tell friends and family members about this policy and ask for their cooperation.

The Company reserves the right to limit personal conversations and/or to determine whether or not personal conversations are considered excessive; furthermore, the Company will not be liable for loss, theft, or damage to personal cellphones brought to or used in the workplace or during course and scope of work.

Distracted Driving: Use of Cellular Telephones and Electronic Devices while Driving

Big State Electric, LTD has a vital interest in maintaining a safe, healthy, and efficient working environment for all its Team Members. This includes supporting a safe and appropriate environment while traveling on Company business. Distracted driving is a serious safety risk, not only to the driver, but also to other occupants in the vehicle, other vehicles on the road, and pedestrians.

In order to reduce the risks associated with distracted driving, certain conduct is prohibited while driving a company-issued vehicle as described in this policy, and/or while driving a personal vehicle while on company business, including (but not necessarily limited to):

- Using cellular telephones
- Reading, interacting and/or operating laptops, tablets, portable media devices, and/or GPS devices
- Reading any document, printed or electronic

Team Members must focus 100% attention on driving; therefore, absolutely no calls can be made without the use of hands-free devices, where legally permitted to do so, while driving. Team Members are responsible for knowing/understanding the legal expectations for handsfree communication in any travel area.

Team Members are strictly prohibited from interacting with any electronic devices while driving in hazardous road conditions (*such as snow, ice, rain, construction areas, heavy/congested traffic, school zones, and/or anywhere prohibited by law*). Talking on the phone is second-nature; therefore, strive to avoid becoming over-confident. Other safe habits and/or Company expectations are listed below:

- Pre-program frequently-dialed numbers
- Use voice-recognition dialing

- Notify callers that you are on a cell phone and driving a motor vehicle
- Pull off the road if reading is needed during the call, and/or ask the party you are speaking with to read any pertinent data, if possible
- Ask passengers to make or answer calls
- Anticipate the route to foretell connectivity complications and plan those calls ahead
- Avoid stressful and/or emotional conversations while driving
- Never take notes; write, and/or otherwise do anything that would require removing hands from the steering wheel during calls
- Strive to keep conversations using legal hands-free devices brief while driving

Using data functions while driving (including, but not limited to, web browsing, checking email, reading and/or sending text messages, etc.) is strictly prohibited. Texting while driving is illegal everywhere in Texas, and some cities ban all cellphone use while driving; however, using a cellular telephone while driving is always dangerous because it is driving while distracted. Distracted driving is life-threatening and creates significant risk of unnecessary property damage and loss; therefore, Big State Electric, LTD shall abide by all federal, state, and/or local regulations in regards to the use of cellular telephones and/or other electronic devices while driving.

Special Circumstances: Although extremely limited in scope, Team Members in any situation deemed serious enough to preserve life may be permitted to make calls without legal hands-free devices. Any/all circumstances meeting this criterion should be reported immediately (once the threat has been eliminated) to a member of the Leadership Team and/or Safety Team.

Any violation of this policy may be subject to disciplinary action, up to immediate termination of employment.

Motor Vehicle Record (MVR)/Licensing Requirements

Continued eligibility for driving a Company-provided vehicle, and/or driving a personal vehicle during the commission of Company business in any manner requires each driver to maintain a safe and clean driving record as outlined in this policy.

Big State Electric, LTD reserves the right to obtain and review Motor Vehicle Records (MVRs) on prospective Team Members prior to extending an offer of employment, and/or for any Team Member whose potential and/or actual job position involves operating/driving Company-issued vehicles as defined in this policy. Furthermore, the Company may review MVRs for Team Members that drive personal vehicles on behalf of the Company. Furthermore, the Company may also review MVRs at routine and/or random intervals in accordance with federal, state, and/or local regulations; including but not limited to the Fair Credit Reporting Act (FCRA). Team Members may also be required to submit a copy of Team Member's new Driver's License upon any renewal.

Failure to maintain a valid, applicable Driver's License and/or failure to carry a valid Driver's License at all times may result in disciplinary action, up to and including termination.

State License Requirements

Team Members may be required to maintain a valid United States Driver's License. Team Members are required to maintain a valid Texas Driver's License no later than 90 calendar days following establishing residency in the state of Texas.

Commercial Driver's License Requirements

All Team Members who hold a valid Commercial Driver's License (CDL) must also comply with all applicable DOT (Department of Transportation) regulations including, but not limited to, successful completion of applicable medical, drug, and/or alcohol screening.

Prior to employment, Big State Electric, LTD may require all CDL carriers to successfully complete a road test examination conducted by a member of the Safety Department. The road test may be waived if the Team Member (and/or prospective Team Member) has a clean driving record. The road test examination shall be performed in the type of vehicle the driver will operate. Performance shall be monitored during the selection process, as well as at periodic/random intervals throughout the driver's career using information obtained from motor vehicle records and file data.

Team Members who fail to maintain a valid CDL in accordance with requirements listed on applicable Job Descriptions, may face disciplinary action, up to and including termination.

Driver Eligibility Guidelines

To ensure that potential new and existing drivers meet Big State Electric, LTD's qualification standards for motor vehicle records set forth in this Program, the following policies have been instituted.

In accordance with this Vehicle Fleet Safety Policy and Program, Team Members with unacceptable driving records may be prohibited from operating any Company-issued vehicle (as defined in this policy); and/or the loss of any/all applicable vehicle stipends, and/or prohibited from driving on behalf of the Company.

Team Members whose licenses are revoked, suspended and/or restricted are strictly prohibited from driving on behalf of the Company and/or from driving any vehicle on behalf of the Company until the Driver's License is again validated by the Company president, and/or the branch Safety Leadership Team Member.

Should pending litigation and/or significant ongoing/pending MVR issues occur (including, but not limited to suspensions, revocations, expirations, etc.) with a prospective or current Team Member, the prospective or current Team Member should inform the Company immediately (upon learning of the history or record). Failure to disclose information in accordance with this policy may lead to further disciplinary action, up to and including termination.

Continued eligibility for driving Company-provided vehicles or driving a personal vehicle during the commission of Company business in any manner requires each driver to maintain a safe and clean driving record. All Team Members who drive in any official work-related capacity will have an MVR run at the time of hire, annually, or at the discretion of the Company as required and/or needed.

Additionally, if at any point, the Team Member's driving record does not meet criteria set by our insurance carrier or the Company policies, remedial training and/or other disciplinary action may be taken up to and including termination.

The following information represents our preferred guidelines for acceptable drivers (Company vehicles and/or driving personal vehicles on behalf of the Company):

1. All drivers must have a valid United States (CDL or otherwise, as applicable) Driver's License
2. Unless granted in writing by the Company president, ALL drivers must be at least 25 years of age upon driving Company-issued vehicles as defined in this policy (**please verify with insurance carrier and/or approve/change**)
3. Team Members may use their personal vehicles for legitimate, pre-approved reasons for normal course and scope of employment

In addition to the above requirements, the Team Members' driving records must be evaluated prior to beginning use of Company or personal vehicles on behalf of the Company. Drivers not meeting the criteria below are subject to exclusion from driving a Company-issued vehicle and/or driving on behalf of the Company, and/or further disciplinary action and/or termination, as applicable:

1. One (1) or more serious (Type A) violations in the past three (3) years

2. Two (2) or more accidents (Type B) violations in the past three (3) years
3. Three (3) or more non-serious violations (Type C) in the past three (3) years
4. One (1) accident (Type B) and two (2) or more non-serious (Type C) violations in the past three (3) years
5. Any combination of violations which equal four (4) or more in the past three (3) years

Type A – Serious violations include but are not limited to:

- Driving While Intoxicated (DWI) and/or Driving Under the Influence (DUI) of drugs and/or alcohol
- Negligent Homicide arising out of the use of a motor vehicle (including gross negligence)
- Operating a motor vehicle during a period of suspension or revocation
- Using a motor vehicle without the owner's authority (grand theft)
- Aggravated Assault with a Motor Vehicle
- Permitting an unlicensed person to drive
- Reckless Driving
- Any vehicle-related felony
- Speed Contests (drag racing)
- Hit and Run/Leaving the Scene of an Accident (Bodily Injury and/or Property Damage)
- Eluding a Police Officer
- Refusing Substance Abuse Testing
- Speeding (25 miles per hour or greater than the speed limit)
- License suspensions due to moving violations

Type B – Accidents

- Any accident that appears on the MVR report regardless of fault and/or all moving violations not listed as "Type A" violations

Type C – Includes all moving violations that are not Type A (Serious) or Type B (Accident), including, but not limited to:

- Such as speeding (<25 mph over the speed limit)
- Improper lane change
- Failure to yield
- Running red lights or stop signs; careless driving, etc.

**Type D* – Includes non-moving violations that are not Type A (Serious), Type B (Accidents), and/or Type C (other moving violations), including, but not limited to:

- Illegal parking
- Equipment violations
- Obstructing traffic
- Failure to provide license, registration, insurance, etc.

**Type D* violations may not impact driver acceptability.

Investigation of Previous Employment

Big State Electric, LTD may contact all former and current employers of the driver applicant to verify as much of the following information as possible:

- Dates of employment
- Type of work performed

- Number of driving hours, as applicable
- Type of vehicle(s) operated
- Extent of driving experience
- Vehicle accident record
- Overall work history and performance

All former and current employer information gathered from the inquiries must be in writing and will be retained in the driver's (if hired) qualification and/or DOT personnel file, as applicable.

Documentation shall be placed in the personnel file should a former or current employer refuse to release and/or return requests for information.

A Safety Department representative may review all former and current employer information to determine if the driver applicant meets the hiring standards regarding past and current employment, and/or to determine if the applicant was truthful about information listed on the employment application.

Insurance Requirements

Big State Electric, LTD reserves the right to require additional personal vehicle insurance coverage, to provide the Company with a Certificate of Insurance (COI), and/or to name Big State Electric, LTD as an additional insured for those Team Members who drive Company-issued vehicles and/or for those Team Members who drive personal vehicles on behalf of the Company. Team Members will be notified of the minimum coverage requirements, as appropriate.

Team Members deemed ineligible for Company-sponsored motor vehicle insurance and/or those Team Members who cannot secure adequate insurance coverage may be prohibited from driving Company-issued vehicles as defined in this policy, and/or driving on behalf of the Company.

DWI/DUI Convictions

Team Members with any DWI/DUI convictions will be prohibited from operating Company vehicles and/or driving on behalf of the Company for five (5) calendar years. Furthermore, Team Members who receive a citation for DWI/DUI shall be suspended from operating a Company vehicle and/or driving on behalf of the Company until receiving a "not-guilty" status.

Team Members whose Driver's License has been revoked and/or suspended are required to notify the Company President and/or the branch Safety Leadership Team Member no later than the first business day upon receiving notice of the revocation and/or suspension.

Reporting Requirements

Team Members who drive on behalf of the Company (either using a Company rental vehicle or personal vehicle) are required to notify the Company of any pending litigation, any moving violation including traffic tickets, wrecks (whether or not "at-fault"), etc. before driving or continuing to drive on behalf of the Company after receiving said violation. Failure to notify the Company of a violation may be subject to further disciplinary action up to and including termination.

Furthermore, all motor vehicle accidents, regardless of severity and/or injury, must be reported to the police, the Big State Electric, LTD Company President, and to the Big State Electric, LTD Safety Department immediately upon securing appropriate emergency care, if applicable. Failing to stop after an accident and/or failure to report an accident as described in this document may result in further disciplinary action up to and including immediate termination.

Financial Responsibility for Penalties

Big State Electric, LTD is not financially responsible for any tickets, fines, penalties, moving and/or any other violations. Team Members may also be responsible for paying any fines, penalties, replacements, and/or repair costs associated with accidents, and/or policy violations.

Motor Vehicle Accidents

All Team Members who drive Company-issued equipment and vehicles (as described in this policy), and/or those who drive on behalf of the Company are required to remain on the scene of any accident (regardless of fault) and/or to complete a Police Report immediately (after emergency aid has been rendered, if applicable; before leaving the scene, and/or after notifying the authorities if told to make the report via electronic methods or over the phone).

Team Members who have experienced, (directly or indirectly) caused and/or contributed to an on-the-job injury, illness and/or accident resulting in loss work time, medical treatment beyond first aid, accident or damage to Company equipment and/or in a vehicle accident while conducting Company business may be required to be tested for drugs and/or alcohol. Any refusal to submit to a drug test and/or a "diluted" test result may result in the same consequences as a positive drug test result (further disciplinary action, up to and including immediate termination).

Accident Investigations

In accordance with the Big State Electric, LTD Vehicle Fleet Policy and Program, the Big State Electric, LTD Safety Department shall endeavor to investigate all motor vehicle accidents (regardless of injury) to identify root-causes, level of responsibility; identify deficiencies in policies, practices and/or to determine whether or not additional training is necessary.

In accordance with Company policy (federal, state, and/or local regulations), Team Members may be suspended (up to three business days), and/or removed from driving-duty pending investigation of any accident. Accident investigation results will include the results of post-accident drug and alcohol screening results.

Driver Safety/Defensive Driving Requirements

Defensive Driving Policy

According to the National Safety Council "Defensive driving is driving in a manner to save lives, money, and time - in spite of conditions around you or the actions of others." To this end, Big State Electric, LTD is strongly committed to a sound and thorough defensive driving policy.

While operating Company-issued vehicles as defined in this policy, and/or driving on behalf of the Company, drivers should always drive in the safest manner possible. Specifically, Big State Electric, LTD drivers must operate vehicles in accordance with all provisions of *Vehicle Fleet Safety Policy and Program*. Good defensive driving requires five (5) basis elements:

- **KNOWLEDGE** of the traffic laws, behind the wheel procedures, hazards and how to avoid them
- **ALERTNESS** to the conditions around you and your vehicle that may affect your driving job
- **FORESIGHT** in anticipating immediate and long-range developments and preparing for them
- **JUDGEMENT** in knowing what choices you have and making the right decision
- **SKILL** at handling your vehicle effectively in normal and emergency conditions

Bad road conditions, curves, hills, narrow roads, missing signs, non-working signals, carelessness, recklessness or ignorance of others, does not relieve the driver of the responsibility avoiding and/or **preventing** accidents; therefore, the following Vehicle Accident Prevention Guidelines are part of the Vehicle Fleet Safety Policy and Program.

Vehicle Accident Prevention/Defensive Driving Guidelines

This section presents common accident locations, situations, and guidelines to help prevent accidents. Using these guidelines will help Team members to drive defensively. Although these guidelines will help Team Members drive defensively, Team Members are 100% responsible for using these guidelines; good judgment, and common sense to prevent accidents.

Bad weather and other road hazards place special stress upon any defensive driver. The best rule in any kind of bad weather or extreme road condition is to get off the road safely and as soon as possible. If it is not possible to get off the road, slowing way down and increasing following distance are your best defenses, along with increased awareness.

Other/General Mandatory Vehicle Policies.

- All drivers will adhere to all applicable motor vehicle laws (federal, state, counties, parishes and/or cities, etc.) in which the vehicle is operated. This includes during the operation of Company-provided vehicles as listed in this document and/or when driving on behalf of the Company
- **Smoking is not permitted in Company-provided vehicles under any circumstance. Any damage due to smoking in any vehicle provided by the Company will be charged back to the driver including (but not limited to) professional cleaning costs**
- Team Members are required to inspect all vehicles and/or equipment to confirm they are safe to drive and/or operate *before* operating the vehicle and/or equipment
- Team Members are strictly prohibited from operating vehicles (and/or equipment) under the influence of alcohol and/or drugs as defined in this document
- Seat belts will be worn at all times by all occupants of the vehicle. Seat belts may be removed only when exiting the vehicle
- All drivers must honor posted speed limits; however, in adverse driving conditions, drivers are required to reduce speed consistent with conditions of the road, weather, lighting, traffic volume, etc.
- Team Members may NEVER pick up hitchhikers, and/or drive with minors, and/or another unauthorized passenger
- Drivers should maintain a continuous awareness of a personal vehicle's condition. Operating defects or deficiencies that create unsafe conditions should be corrected before the vehicle is placed into service
- Team Members are expected to use good judgment during inclement weather. Should a Team Member feel operating a vehicle during inclement weather poses an imminent threat to safe driving practices, Team Member should immediately contact a member of the Leadership Team using the Attendance Policy, as applicable, to discuss an appropriate response to the situation
- All service and delivery vehicles must be inspected prior to operation (see, also **Pre-Trip Inspections** in the Vehicle Fleet Safety Policy and Program)

- Should a driver become injured while using the Company vehicle for personal use, this does not necessarily qualify the Team Member for Workers' Compensation benefits
- Team Members are required to yield the right-of-way to any emergency vehicle. Drivers are legally required to pull to the side of the road and/or to stop in an area that allows emergency vehicles with lights and/or sirens to pass
- Drivers are prohibited from transporting any hazardous material or waste in Company-rented/leased vehicles or in any vehicle while on Company business unless such hazardous materials are ordinarily handled by the Company as part of normal business operations. All materials transported in a Company-issued vehicle and/or in any vehicle while on Company business that may potentially cause injury because of sudden impact must be properly secured
- Vehicles should always be locked when parked on the premises and/or when stopping temporarily such as at convenience stores or anytime the vehicle is left unattended. All items in the locked vehicle shall be properly secured and out of site when the vehicle is unattended. Big State Electric, LTD is not responsible for items stolen from vehicles while in use for Company business
- The Company reserves the right to charge financial loss and/or excessive repairs back to the Team Member in the event that the Team Member is found to be negligent in the care of a Company-provided vehicle. Fees and/or costs may be charged back to Team Members at the fair-market-value of the cost and at a rate that complies with federal, state, and/or local guidelines
- Team Members are prohibited from littering from vehicles
- Any Company vehicles or Company property suspected or confirmed to be missing by the vehicle operator or passenger(s) shall be reported to a member of the Leadership Team, as well as the branch Safety Leadership Team Member and/or Company President
- Failure to comply with the aforementioned policies may expose Team Members to disciplinary action inclusive of termination

Vehicle Stipend Policy Guidelines

Big State Electric, LTD recognizes that the performance of certain jobs within the Company may require the use of a Team Member's personal vehicle for Company business. The mechanism used by the Company to reimburse Team Members for the use of a personal vehicle may be a vehicle stipend. The awarding the amount, and/or determining eligibility is at the full discretion of the Company and in accordance with federal, state, and local laws and/or Company policies. Those who do not receive a stipend, and are asked to occasionally use personal vehicles for business may be eligible for reimbursement through the IRS rate-per-mile program in effect at the time; however, this is not associated with any Big State Electric, LTD policies and/or programs. Team Members should confer with personal tax representatives.

Vehicle Stipend Requirements

In addition to the requirements listed in the Vehicle Use (and applicable) Policies, any/all Team Members who receive a vehicle stipend are responsible for the following:

- Signing the Company Vehicle Use Policy
- Maintaining a valid Texas Driver's License and a legally-registered vehicle
- Paying for all fuel (unless otherwise pre-approved in writing by the Accounting Department)
- Providing any/all costs associated with vehicle maintenance (routine, and/or otherwise)
- Paying for any/all replacement costs of personal vehicles, including (but not necessarily limited to) rentals, leases, and/or any other costs associated with vehicle transportation

- Consenting to Motor Vehicle Record investigations, as required/requested
- Maintaining an adequate driving record as required by the Company
- Completing and/or maintaining defensive driver's training when/if required/requested
- Maintaining adequate insurance coverage (see below), and/or providing proof of adequate coverages when required/requested to do so
 - This may include providing the Company with a Certificate of Insurance and/or adding the Company as an additional insured on individual auto policies, when/if required
- Notifying the Team Member's insurance agent that a personal vehicle will be utilized for business

Insurance carriers vary in how they provide insurance coverages. Team Members must always carry one of the following coverage limits in order to be in compliance with this policy:

- Providing adequate insurance on the vehicle is the responsibility of the Team Member
- Texas minimum coverage required by law for bodily injury of at least \$30,000 of coverage for injuries per person, up to a total of \$60,000 per accident, and \$25,000 of coverage for property damage
 - This is called 30/60/25 coverage
- The Company recommends carrying at least the following coverage limits:
 - Bodily Injury Liability Limits of \$100,000 per person/\$300,000 per occurrence and Property Damage Limits of \$100,000 per occurrence
 - \$300,000 combined single limit

Team Members are strictly prohibited from allowing any/all non-Company passengers from occupying, riding and/or driving the vehicle while working. Individuals under the age of 18 years are not permitted in the vehicles while working.

Big State Electric, LTD reserves the right to modify this policy at any time, with or without advanced notification and at its full discretion.

Failure to comply with the requirements of this policy could result in the immediate revocation of vehicle stipends. The Company also has the right to modify and/or revoke vehicle stipends at any time, with or without notice.

Furthermore, failure to adhere to these requirements, and/or any Company Policy and/or Vehicle Use Policy could result in action by the Company including (but not limited to) revocation of the Team Member's vehicle stipend; position with the Company, and/or up to and including termination of employment.

Equipment, Supplies, and Company Property

The Company will provide Team Members with the equipment needed to perform the necessary job functions. None of this equipment should be used for unauthorized personal use, nor removed from the physical confines of the Company unless it is approved for a job that specifically requires use of Company equipment outside the Company's physical facility or outside the designated job site.

The Company will provide continual training for the Team Member in regard to all Company equipment used when accomplishing a task for the Company's business. Once the training has been completed, the Team Member is responsible for signing a document signifying that the Team Member has been properly trained in the usage of the particular piece of equipment. Team Members are not to perform work with equipment unless appropriately trained how to use the equipment. Notify a member of the Leadership Team immediately (before using the equipment) if asked to operate equipment without receiving training.

All Team Members are expected to take responsibility for the equipment and supplies provided to them in accordance with this policy. All Team Members shall be expected to sign the Asset Recovery and Protection Policy included in this manual.

Asset Recovery and Protection Program Policy

This policy defines the Company policies and responsibilities to mitigate theft, malicious damage to and/or misuse of Company property; materials, and/or equipment. This procedure defines the means available for reporting such activities and establishes processes for conducting appropriate and prompt investigations of such activities, and the consequences of being found responsible for the theft, damage or misuse of Company property, materials and/or equipment.

This policy covers any and all the Company Team Members regardless of designation or category; this includes, but is not limited to salaried, hourly, full-time, part-time, temporary, seasonal, introductory ("introductory period"), and/or contracted Team Members. This policy covers the following:

Assets - Tangible assets are buildings, plants and facilities including new facilities and those under construction, equipment, materials, products and/or other physical property. Intangible assets include the Company, members of the Leadership Team, any/all Team Members, vendors/suppliers, visitors, stakeholders, and/or anyone associated with and/or working on behalf of our organization, etc.; information and/or trade secrets including inventions, technology and information developed or acquired by the Company, processes and techniques, marketing plans, pricing data, and other data covered by restrictive Company and/or community designations.

Facility – All facilities used by the Company or its Team Members, contractors or subcontractors for performing work under the jurisdiction of the Company

Physical Security - The use of physical measures including, but not limited to, barriers, locks, alarms, badges, guards and receptionists to control ingress to and egress from facilities where Company property is located.

Pilferage - To steal in small amounts in a repetitious manner.

Sensitive Information/Material – information specific to our Team Members, families, community members and/or other Company/personnel data considered private, sensitive and/or confidential.

Sensitive Property - Those items which are considered susceptible to being appropriated by Team Members for personal use or which can be readily converted to cash.

Theft - The felonious taking and removing of property with the intent to deprive the rightful owner of its use; an unlawful taking such as burglary of those items belonging to another.

It is the policy of the Company to regard the security and protection of its assets, tangible and intangible, to be of primary importance to its continued growth, profitability and success. Thus, the Company's objectives must ensure that Team Members work together to prevent destruction (whether willful or accidental), negligent use, vandalism, theft, embezzlement and disclosure and/or theft of Company information.

Essential to meeting this goal is establishing internal and external controls to guard against the loss of Company assets and provide this information to all Team Members. The Company objectives for asset protection and control include, but are not limited to, controlling the following:

Losses resulting from burglary, robbery or theft of property including, but not limited to, local business facility inventories of furniture, fixtures, machinery, tools, equipment, computers, and other office accessories, supplies or equipment. An unexplained loss or the mere disappearance of property may not be considered a wrongful act until such time as the loss is satisfactorily established.

Damage to any Company assets under the control of the Team Member. Team Members are equally responsible for any damage that occurs to the same if the materials, tools, equipment, etc. have been given to unauthorized individuals by said Team Member.

Unauthorized disclosure of sensitive data in accordance with the Confidentiality and Proprietary Information Policy in this document; (including, but not limited to, Company private, competition sensitive and/or Company confidential information) by transferring, publishing, using or disclosing such data other than is necessary in the ordinary course of business or as directed or authorized by the Company

Inappropriate or unauthorized personal use or appropriation of the Company assets, data or resources, including (but not limited to) all items/articles, etc. as described in the Confidentiality and Proprietary Policy in this document as well as Company property, and/or lists containing private child, family, and/or community contact information, equipment, tools, office equipment, software, computers, cellphones or other Company assets.

Responsibilities

Members of the Leadership Team and/or a human resource representative is/are responsible for maintaining control programs involving accountability, security, and audits which preclude the loss of assets such as are implemented by the leadership personnel ultimately responsible for preserving the assets of the Company.

Reporting

1. All **Team Members** are responsible for preserving and protecting the Company assets and for reporting actual or suspected violations to any member of the Leadership Team and/or a human resource representative
2. ANY loss, theft, and/or damage must be reported immediately (within 24 hours)
3. There will be **NO RETALIATION** against any person or person(s) who report misuse, theft or destruction of Company property
4. This person(s) who suspects or discovers a theft should immediately (upon noticing the theft) notify any member of the Leadership Team and/or a human resource representative
5. The investigation is initiated by the Leadership Team member receiving the information and in conjunction with a human resource representative
6. All real or suspected thefts or acts will be thoroughly investigated. The appropriate designee determines the extent of the investigation
7. Failure to participate in an investigation may be grounds for disciplinary action up to and including termination
8. Suspected Team Members may be suspended without pay pending the conclusion of the investigation. Team Members may also be subjected to further disciplinary action up to and including termination

Any monies owed to the Company at the time of termination may be withheld from the Team Member's final paycheck in accordance with federal and state laws. If insufficient net pay is available in the final paycheck for the Company to recuperate money owed by a Team Member, then the Team Member must make arrangements with the Company to repay the money owed within thirty days of termination. If money owed is not repaid timely, the Company may exercise its right to initiate collection action.

Company-Issued Credit and/or Gas Cards

The Company may issue Company credit (and/or gas) cards to certain Team Members for use in their jobs; this policy explains the acceptable and unacceptable uses of such credit cards. Use of Company-issued credit cards is a privilege, which the Company may withdraw in the event of serious or repeated abuse or perceived abuse.

Any credit card the Company issues to a Team Member must be used for business purposes only, in conjunction with the Team Member's job duties. Team Members with such credit cards shall not use them for any non-business, non-essential purpose, i.e., for any personal purchase or any other transaction that is not authorized or needed to carry out their duties.

Team Members must pay for personal purchases (i.e., transactions for the benefit of anyone or anything other than the Company) with their own funds or their own personal credit cards. The Company will not regard expenses for one's own business-related use, such as lodging and meals while on Company-approved business trips, as personal purchases, as long as such expenses are consistent with the Company's expense reimbursement policy. Any/all unauthorized and/or personal purchases made with any Company credit card in violation of this policy will be automatically deducted from the Team Member's paycheck in accordance with federal, state, and/or local laws, until the amount is fully repaid.

In addition to financial responsibility and liability for wage deductions, any purchases a Team Member makes with a Company credit card in violation of this policy will result in disciplinary action, up to and possibly including termination of employment and/or legal action, depending upon the severity and repeat nature of the offense.

Team Members are required to send receipts to the Accounting Department for every purchase within 24 (twenty-four) hours. This can be in the form of uploading the receipts from the credit card app and/or providing original receipts to the Accounting Department.

Failure to receive appropriate authorization and/or those who fail to present receipts in accordance with this policy may result in payroll deductions and/or immediate suspension and/or revocation of the credit card in accordance with federal, state and/or local laws.

Cards that are lost, stolen, or damaged shall be reported to a member of management or a human resource representative immediately upon discovery (within 30 minutes).

Keys and/or Pass Cards

The Company may issue a key and/or pass card and/or pass code to be used as fully as possible within the limits of reasonable security practices. Members of the Leadership Team and/or a human resource representative shall issue key and/or pass cards, and/or pass codes for all relevant/applicable positions. The issuance and acceptance of keys and/or pass cards which gives access to valuable property and expensive materials and equipment is a serious responsibility and all concerned are requested to follow procedures fully and use the utmost care in handling of keys and/or pass cards to the Company and/or interests.

Keys and/or pass cards and/or pass code may be obtained from a human resource representative, and/or a member of the Leadership Team upon presentation of a properly signed Keys and/or Pass Cards Agreement. In addition, individuals may be expected to present a pictured ID when picking up keys. Signing the key card and/or pass card issue policy agreement acknowledges responsibility to safeguard keys, pass cards and pass code at all times and to return keys and/or pass cards when requested by any member of the Leadership Team and/or a human resource representative, when no longer employed by the Company, or to pay the appropriate key replacement cost which may incur rekeying costs. Additional Team Member key and/or pass card and/or pass code responsibilities are as follows:

- Team Members are prohibited from loaning assigned key(s) and/or pass cards and/or pass code to any other person
- Lost keys and/or pass cards will be reported to a member of the Leadership Team and/or a human resource representative as soon as possible (by the end of the same business day, if possible)

- Persons using assigned keys and/or pass cards and/or pass code after closing hours are responsible to make sure doors are closed and locked, both upon entering and leaving, and for supervising any persons admitted who do not have a key authorization
- On separation from the Company the keys and/or pass cards will be returned or a nominal replacement fee may be charged to the Team Member for each key and/or pass cards the Team Member fails to return. This amount may be automatically deducted from pay.
- If keys and/or pass cards are lost, a key and/or pass cards issue policy agreement form must be submitted again at which time appropriate fines will be assessed. After assessment, individuals must pay the fine. Replacement keys and/or pass cards may not be issued until the key and/or pass cards replacement fee is paid
- Keys and/or pass cards may not be duplicated without prior authorization under any circumstances. Individual Team Member pass codes should not be given out to any other person
- Keys and/or pass cards remain the property of the Company and must be made available for periodic inventory upon request
- Individuals holding properly authorized keys and/or pass cards may return damaged or worn keys and/or pass cards for free replacement
- Any department that has special needs requiring exemption from any part of this policy must get written approval from a human resource representative, and/or a member of the Leadership Team
- This policy applies to building keys and/or pass cards and/or pass codes, desk keys, file cabinet keys, and other departmental cabinet keys and equipment keys

Business Travel Authorization and Expense Reimbursement

Business Travel

Team Members traveling on behalf of the Company must receive authorization prior to making travel arrangements.

- Team Members who use personal vehicles while driving on behalf of the Company must have a valid United States Driver's License and carry adequate insurance coverage as determined by the Company and the Company's insurance carrier as described in this document (See, Vehicle Use Policy). Team Members may be asked to verify a driving record and prove proper insurance coverage at any time
- The Company is not responsible for damages (loss, theft, and/or vandalism) to personal vehicles while on Company business or for any citations received for violations of any/all traffic (including parking) regulations
- Team Members involved in any (vehicle, personal) accident, injury and/or illness while traveling on business must report the situation/incident to a member of the Leadership Team and/or a human resource representative within one (1) hour of the incident, and/or immediately upon receiving applicable emergency treatment; before leaving the scene, and/or after notifying the authorities if told to make the Police Report via electronic methods and/or over the phone
 - Team Members involved in any (vehicle, personal) accident while driving on behalf of the Company are required to make a Police Report, and/or to communicate the Police Report number to a member of the Leadership Team and/or a human resource representative
- Team Members are strictly prohibited from driving on behalf of the Company with any family members, friends, minors, etc.
- With prior approval, Team Members who travel on behalf of Company-business may be accompanied by a family member or friend, ONLY IF THE person(s) drives separate vehicles

(and/or pay for any/all expenses). Companions are strictly prohibited from interfering and/or preventing successful completion of business objectives.

- Generally, Team Members are also permitted to combine personal travel with business travel, as long as time away from work is pre-approved in writing. Additional expenses incurred due to family and/or companion travel is the responsibility of the Team Member and will not be reimbursed

Travel pay and/or reimbursement shall be made in accordance with Company policy; federal, state and/or local regulations. Accordingly, travel pay may or may not be subject to overtime, based on the appropriate regulations and/or factor. For more information about travel pay, please contact the human resource representative.

Team Members should contact any member of the Leadership Team and/or a human resource representative for guidance and/or assistance on procedures related to travel arrangements, travel advances, expense reports/forms/receipts, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel and/or expense policy, including (but not limited to) falsifying expense reports to reflect costs not incurred by the Team Member can be grounds for further disciplinary action, up to and including immediate termination of employment. Inappropriate expenses may also be deducted from Team Members' payroll in accordance with federal, state, and/or local regulations.

Travel Expenses

Team members may seek reimbursement for the following travel expenses:

- Food and non-alcoholic refreshments (up to the pre-assigned per-diems)
- Meals, while in "travel status" or when the travel extends either before or after the Team Member's normally-scheduled work-day/hours (up to the pre-assigned per-diems)
 - Team Members are required to establish the appropriate per-diems prior to purchasing food and/or non-alcoholic refreshments
- Conferences, seminars, workshops, etc. attended for the benefit of the Company
- When using a personal vehicle on behalf of Company-assigned business)
 - NOTE: Team Members who receive automobile stipends may not be eligible for mileage reimbursement

Team members may not be eligible for reimbursement for the following travel expenses:

- Any portions of personal business
- Any portions of food, meals, etc. that exceed the pre-established assigned per-diems
- Family, friend, and/or travel-companion-related expenses, including, but not limited to meals, lodging, child and/or pet-care
- Personal entertainment expenses, including, but not limited to increases in price of lodging due to family/friend/partner, etc. attendance; theater, shows, movies, sporting-events (playing or spectator), spa treatments, etc.
- Personal automobile expenses, including, but not limited to, repairs, maintenance, traffic violations, etc.
 - This includes individuals who receive a vehicle stipend
- Personal losses (damage, theft, vandalism) incurred while on Company business

Professional Dues, Memberships and/or Subscriptions

Team Members requesting payment for professional dues, memberships and/or subscriptions may submit the request to a member of the Leadership Team, and/or a human resource representative, in writing. These requests must include program information (such as the name of the organization; type of

organization, time-commitments expected, and a declaration as to how this membership shall benefit the Company, for example). The Company reserves the right to deny; modify and/or approve any request.

Expense Reimbursement, General

The Company may reimburse Team Members for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by a member of the Leadership Team, and/or a human resource representative (see also, *Company-Issued Credit Card* policy in this document).

When approved, the actual costs of travel, meals, mileage, lodging and/or other expenses directly related to accomplishing business travel objectives may be reimbursed by the Company in accordance with federal, state, and/or local regulations. Team Members are expected to limit expenses to reasonable amounts and/or in accordance with any assigned vendors, schedules, and/or per-diems, if applicable. Team Members may also have access to petty cash for pre-approved expenses. Receipts should be retained, if required, and submitted as instructed.

Failure to follow the travel policies as outlined in this document may lead to disciplinary action, up to and including termination.

Electronic Resources

Nothing in these policies is intended to limit Team Member rights under any applicable federal, state, or local laws, including rights under the National Labor Relations Act to engage in protected concerted activities with other Team Members to improve terms and conditions of employment, such as wages and benefits.

Personal and Company-Provided Portable Communication Devices

Portable communication devices ("PCD") supplied by Big State Electric, LTD, including cell phones, laptops, blue tooth, webcams, etc., should be used primarily for business purposes. Team Members have no reasonable expectation of privacy in regard to the use of such devices and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes the permitted right to monitor personal communications as necessary.

Some Team Members may be authorized to use personal PCDs for business purposes. These Team Members should work with the IT department to configure personal PCDs for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through Big State Electric, LTD's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages, and emails must be professional. When sending a text message or using a PCD for business purposes, whether via a Big State Electric, LTD provided or personal device, Team Members must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment uses, and operation of vehicles.

Salespeople must use a Big State Electric, LTD phone number for all communications with customers and business partners. If a salesperson uses a personal cell phone number, the Team Member must relinquish this personal number to Big State Electric, LTD or configure the cell phone to use a Company-supplied number.

Upon resignation and/or termination, Team Members who use personal PCDs for Company business are required to remove any/all Company information from the device. The Team Member may be asked to submit personal devices to a member of the IT Team, before the last day of work, for review. The removal of Big State Electric, LTD information is crucial to ensure compliance with confidentiality and proprietary information, policies, and objectives.

These electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect whether Team Members use personal or Company-provided device.

Cameras, Video and Other Recording Devices

- Team Members may not take pictures of Company trade secrets or other confidential information without permission of the Leadership Team and/or a human resource representative. In accordance with state and federal laws, this may include, but is not limited to, the manufacturing line and equipment, specifications for Company products, memos and notes from meetings regarding Company products/services, all information about products/services in development, family and child information and/or associated documents or any other documents or photographs that are confidential
- Team Members are prohibited from taking pictures or recording others without the consent or knowledge of other parties involved as defined by state and federal law
- Team Members may not take or use pictures, video or other recordings to harass, embarrass or annoy others. All Company policies, including the Company policies on harassment, discrimination and professional conduct, apply to workplace photographs, video and other recordings
- Team Members who have any questions about whether it's appropriate to take a photograph or other recording at work or use a workplace photograph in a particular way, please consult with a member of Leadership Team and/or a human resource representative
- Video recordings from surveillance cameras on Company premises are solely the property of the Company. Team Members are advised that all actions while on Company premises are being videotaped by surveillance cameras and not to expect any privacy in this regard. Cameras are not located in restrooms or designated new mother's nursing area. Team Members are advised that cameras are not provided for Team Member or visitor security.

Artificial Intelligence

This policy establishes guidelines for the responsible use of artificial intelligence (AI) tools and technologies in the workplace to ensure accuracy, security, compliance, and fairness. Furthermore, this policy endeavors to set a minimum standard, role, and process to manage risk, protect data and people, and ensure legal and ethical compliance.

The AI policy shall apply to all employees, contractors, vendors, interns, volunteers, and any third-party acting on behalf of the Company who develop, procure, configure, deploy, maintain, or use AI systems, models, or services that process Company data or affect Company stakeholders.

Team Members may use only approved AI tools for tasks including (but not necessarily limited to):

- Drafting documents, reports, or communications
- Data analysis, forecasting, and research support
- Automating repetitive administrative tasks
- Generating ideas, outlines, or summaries

AI must not be used for:

- Making final employment, legal, or financial decisions without direct human oversight
- Entering sensitive Company, Team Member, proprietary, confidential, and/or customer data into unsecured/public AI tools
- Using AI to make final decisions affecting employment, compensation, discipline, or other sensitive matters without appropriate human research and/or review
- Creating or sharing deceptive, misleading, or harmful content

- Circumventing copyright, intellectual property, or ethical standards
- Running concurrent with confidential, sensitive, or regulated information
- Violating any Company policy in any way
- AI may not be used to create or share discriminatory, offensive, or misleading content

Team Members may be required to disclose when AI-generated content or outputs are used in work products. All AI use must follow applicable laws, regulations, industry standards, and Company policies. Team Members are ultimately responsible for all decisions, even when AI assists in the process.

AI outputs should always be reviewed and verified by Team Members to ensure accuracy, appropriateness, and compliance with Company standards prior to any use. Furthermore, AI must not be used in ways that could result in unlawful discrimination, bias, or harm and/or violate any Company policy. Confidential, proprietary, and/or personally identifiable information (PII) must not be entered into public AI platforms unless deemed secure and pre-approved by a member of the Leadership Team.

All data breaches or misuse of AI must be reported immediately (within an hour upon noticing the breach or misuse). The Company reserves the right to monitor AI use to ensure compliance.

Violation of this policy may include further disciplinary action up to and including termination.

Network and Electronic Resources Policy

Network and electronic resources, such as computers, other hardware, software, e-mail, landline and mobile telephones, I-pads, fax machines and internet access, are tools the Company provides its Team Members to assist with work functions. These network and electronic resources and related access systems are proprietary Company property and are subject to review or access by the Company at any time.

All Team Members who use the Company's network and electronic resources must follow the guidelines below:

- Use network and electronic resources for Company business purposes
- Messages and communications sent via the Company's network and electronic resources are subject to subpoena and access by persons outside the Company and may be used in legal proceedings. Please consider this before sending any confidential messages or material via the network and electronic resources
- E-Mail is not a substitute for face-to-face communication. Team Members who have a conflict with someone or have a need to discuss an important issue, should be handled in-person or over the telephone if a meeting is not possible
- Remember all the Company's policies, including but not limited to policies on Equal Employment Opportunity, harassment, confidentiality, personal conduct and rules of conduct; these apply to the use of the Company's network and electronic resources. Team Members must not review or forward sexually explicit, profane or otherwise unprofessional or unlawful material through the Company's network and electronic resources. Team Members who receive any unprofessional or unlawful material whether intentionally or unintentionally, immediately (upon noticing the issue) report it to any member of the Leadership Team, an IT Support Team member, and/or a human resource representative
- Passwords protecting the use of the Company's network and electronic resources are the Company's property and will be assigned to Team Members as needed. Team Members may not change passwords without the consent of a human resource representative and/or a member of the Leadership Team. Team Members must notify the human resource representative of all passwords and encryption keys assigned to or used by them, and provide notification of any changes to such passwords or encryption keys
- Anonymous messages are not permitted, and Aliases are not to be used

- Do not install any software or program on any Company computer or other hardware without the express consent of any member of the Leadership Team and/or a human resource representative (concurrent with approval from the Information Technology (IT) Support Team)
- the Company expressly prohibits the unauthorized use, installation, copying or distribution of copyrighted, trademarked or patented material
- Team Members must not attempt to override or evade any program or measure installed by the Company to monitor, protect the security or limit the use of its network and electronic resources.

All electronic equipment issued to the Team Member by the Company, including but not limited to computers, cellphones, I-pads, laptops, "Smartphones" and/or personal digital devices, belongs to the Company and must be returned upon the Company's request or termination of employment.

Monitoring Team Member use of Communications/Data Systems

the Company may monitor any Team Member's use of the Company's communications/data system, as it deems appropriate either with or without notifying the Team Member. Further, the Company may grant permission to others to do the same without first notifying the Team Member.

the Company has the sole discretion in managing all information that is created, stored, sent and/or received on its communications/data systems, including without limitation, reviewing and distributing this data to whomever it wishes without the permission of the Team Member. Team Members should not expect any privacy in creating, sending, receiving, or storing communications in the workplace, regardless of whether or not assigned or use a password or security code. Further, whatever web sites Team Members visit on the Internet using Company equipment may be recorded on computer hard drives or on the Company's main network servers, where members of the Leadership Team, human resource representative(s), and/or the IT Support Team may monitor them.

Use of the Company's communications/data systems for personal gain or benefit is prohibited. Examples of personal gains or benefits include, but are not limited to, online gambling and the buying/selling of services, merchandise, or securities online, conduction of business for other Company or person's benefit or conducting personal business.

Team Members have no reasonable expectation of privacy and therefore may be subject to investigation if one chooses to use personal cellphones and/or other communication techniques in a manner which exposes the Company to unnecessary EEO complaints and/or concerns.

Access to Data Systems and Passwords

User IDs and passwords used for the Company communications/data systems are confidential and should not be shared with anyone. Team Members are not permitted to bypass or attempt to override the established security systems using another Team Member's user ID or password. Revealing account passwords to others or allowing use of an account by others is strictly prohibited and may be subject to further disciplinary action, up to and including termination. Team Members should notify any member of the Leadership Team and/or a human resource representative, and/or the appropriate IT Support Team upon learning of violations of this (and/or any other) policy.

Data Confidentiality

Team Members must not disclose any of the data or information residing on the Company's systems to anyone unless absolutely certain the person has the right and a need to receive it. Team Members who have doubts or questions should check with any member of the Leadership Team and/or a human resource representative, first. In addition, Team Members may not remove any data or information from the Company's systems in the form of tapes, diskettes, portable media, USB jump/thumb drives, printed reports, or any other media from the Company's premises unless it is part of the normal job duties and/or

prior permission has been secured from a member of the Leadership Team and/or a human resource representative.

Any Team Member knowingly accessing data in which the Team Member is not authorized is strictly prohibited from doing so and may be subject to disciplinary action and potential legal action. Team Members should notify any member of the Leadership Team and/or a human resource representative upon learning of violations of this policy.

Copyrighted Material

Much of the information found on the Internet is copyrighted material and some of the materials stored on our servers are copyrighted. Such material enjoys all of the protections of federal, and possibly international, copyright law as traditional hardcopy materials. Contrary to popular belief, material could be copyrighted without the use of a copyright symbol (©) or the term "Copyright". Therefore, Team Members should always make certain that it is legal to download material before doing so. When in doubt, it is always best to contact the site's webmaster and get permission to download material before doing so. However, information from government web sites is considered public material and may be downloaded without any such fears. The Company may license software from many different vendors for use on its computers, data system, or network. No computer software programs may be used on the Company's computers which:

- Are not licensed to the Company
- Are not an original, vendor-supplied version of the licensed software, and/or
- Was created by a Team Member of the Company without prior written approval

The software used on the Company's systems must not be used separately on a stand-alone home or office workstation unless a separate license has been purchased for this purpose.

By federal law, anyone who illegally reproduces any software may be subject to civil damages and criminal penalties, including fines and/or imprisonment. It should never be considered a "favor" to the Company to bring in personal software and install it on Company computers. This is prohibited.

Electronic Viruses and Malicious Code

Because of the danger of electronic viruses and other malicious code, Team Members are to never load information into the Company's computers or network, whether from a disk or other portable media, or from the Internet, without securing permission from the Company's information technology representative, human resource representative or Leadership Team member. Such information should first be scanned for viruses and other malicious code before it is loaded or downloaded and installed. Team Members should also use extreme caution when opening e-mails from unknown senders. If in doubt contact the IT representative who can properly isolate and scan it, don't assume it is okay.

Social Media

The Company recognizes that Social Networking (such as personal web sites, blogs, Facebook, LinkedIn, Myspace, Twitter, online group discussions, text messaging, message boards, chat rooms, etc.) can be used by Team Members for business purposes only. The Company also understands how the use of Internet social network sites and blogs can shape the way the public views our Company, services, Team Members, vendors, partners, family members, and the community-at-large. The Company respects the right of any Team Member to maintain a blog or post a comment on social networking sites. However, the Company is committed to ensuring that the use of such communications serves the needs of our business, and community by maintaining the Company's identity, integrity and reputation in a manner consistent with our values and policies. Therefore, Big State Electric, LTD has established the following rules and guidelines for communicating Company-related information via Social Networking forums, whether used in or outside the workplace.

Ultimately, individuals are solely responsible for what is posted online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any conduct that adversely affects job performance, the performance of associates or otherwise adversely affects families, our community and Team Members; suppliers/vendors, people who work on behalf of the Company or other legitimate business interests may result in disciplinary action up to and including termination.

It is the Team Member's responsibility to become familiar with the policies as outlined in this or other material provided by the Company to ensure that postings are consistent with these policies.

Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may be subject to further disciplinary action up to and including termination.

Team Members may not post on a personal blog or web page or participate in a personal social networking site during working time or at any time with Company equipment or property.

Respectful Communication

Always be fair and courteous to all entities and individuals who work on behalf of the Company. Also, remember that Team Members are more likely to resolved work related complaints by speaking directly with co-workers or by utilizing our Open-Door Policy than by posting complaints to a social media outlet.

Should a Team Member decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage our community, families, Team Members, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

Ownership of Social Networking or Blogging Accounts

Accounts for any social networking or blogging site used by a Team Member for Company and/or the Company business purposes are the property of the Company and remain the property of the Company after the Team Member stops using these accounts or ends employment with the Company. Team Members are to provide to the Company all "User IDs" and passwords to such accounts and shall not access such accounts upon termination of employment with the Company.

Honesty and Accuracy

Always be honest and accurate when posting information or news, and correct mistakes quickly. Be open about any previous posts that have been altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors, especially those that can be false about the Company; family members, Team Members, vendors/suppliers, and people working on behalf of the Company or its competitors.

Appropriate Posting

- Maintain the confidentiality of all trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports or other internal business-related confidential communications
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others to encourage buying and/or selling stocks and/or securities, if applicable
- Do not create a link from blogs, Websites or other social networking sites to the Company Website without clearly identifying as an associate of the Company

- Unless otherwise authorized, Team Members are prohibited from acting as a spokesperson for the Company. If the Company is a subject of the content created by Team Members, individuals are required to be clear and open about the fact that the views do not represent those of the Company, family members, Team Members, vendors/suppliers, and people working on behalf of the Company or its competitors.
- Team Members who publish a blog or post online related to the job or subjects associated with the Company, be clear and open about the fact that the views are not that of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Company"

Right to Monitor

the Company reserves the right to monitor all public blogs and social networking forums for the purpose of protecting its interests and monitoring compliance with Company policies. If activity is found to be compromising, insubordinate or adverse to the Company's business objectives, the Company may require cessation and removal of any untruthful and/or unfairly detrimental commentary or postings. Big State Electric, LTD reserves the right to access any Company-provided computers and/or electronic communication devices to monitor blogs and/or online Websites. Team Members should not maintain any expectation of privacy with respect to information transmitted over, received by, or posted on such sites or with our equipment.

Retaliation is Prohibited (see also, Anti-Retaliation Policy)

The Company prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media Contacts

All media inquiries should be directed to a member of the Leadership Team.

Reporting

If a Team Member believes that a blog or other online communication violates any Company and/or the Company policy, the Team Member should immediately (upon noticing the issue) report the blog or online communication to a human resource representative. The Company and/or authorized representatives and/or agents may investigate the matter, determine whether such blog, posting, Website, or communication violates Company and/or the Company policies, and take appropriate action.

Use of Social Media While at Work

Refrain from using social media while on work time or on Company equipment, unless it is work-related as authorized by a member of the Leadership Team, and/or a human resource representative. Do not use the Company E-mail addresses to register on social networks, blogs or other online tools utilized for personal use.

Team Member Rights

This policy is not intended to restrict a Team Member's right to discuss wages and working conditions with co-workers or in any way limit Team Members' rights under the National Labor Relations Act.

Violations of Policy

Any Team Member who violates this policy may be subject to disciplinary action, up to and including termination of employment.

Reservation of Rights for the Company

Team Members should not interpret the rights outlined in these policies that the Company has reserved for itself in being able to intercept, retrieve and/or monitor Team Member communications as also granting themselves permission to intercept, retrieve and/or monitor the messages of co-workers.

Team Members also should not interpret these rights reserved by the Company as constituting a waiver of the Team Member's duty to keep confidential information secured, which may include such items as Company trade secrets, confidential business information, financial information, copyrighted materials, and other materials or information belonging to the Company in accordance with federal and state laws.

Reporting Social Media and Electronic Communication Problems

If a Team Member observes or suspects any computer abnormalities or problems, such as a security or virus-related problem with regard to any data or information, the Team Member must report the problem immediately (upon noticing the issue) to any member of the Leadership Team and/or a human resource representative, and/or an IT Support Team member.

The Company is committed to the safety of its Team Members, property and equipment. To this end, the Company will utilize a safety program in our daily activities. It is necessary the Company established safety rules and regulations must always be observed by all Team Members. The Company recognizes that high standards of safety and health are necessary to prevent industrial injuries and illness and agrees to cooperate fully in observance of all applicable statutes, laws, regulations, rulings, orders, standards, and Company rules relating to Team Member health and safety.

Team Members shall comply with all safety and health rules as established by the Company and cooperate fully with any member of the Leadership Team and/or a human resource representative to comply with all applicable state, federal and/or local safety standards. The violation of such safety and health rules and standards or applicable statutes relating to occupational health and safety or the misuse or disregard of safety devices or equipment by any Team Member shall be subject to disciplinary action. Any Team Member who disregards any Company safety rule and/or regulation is subject to disciplinary action up to and including termination of employment.

With regard to these rules, the following will be considered standard procedure for all Team Members:

- All questions concerning the reason for doing something in a certain manner may be asked of any member of the Leadership Team and/or a human resource representative, at any time
- Team Members' decisions should always be guided by the Company's commitment to safety
- Should a hazardous situation or condition exist where a decision has to be made on safety or production, safety concerns should always take precedence

It is the Leadership Team's responsibility to ensure that Team Members are working safe; that all safety regulations are observed, and Team Members use good common sense to protect themselves as well as others. Members of the Leadership Team and/or a human resource representative will periodically inspect working conditions and may suspend all work activity until all unsafe condition(s) are corrected.

In the event of a policy and/or procedure conflict, the Team Member Handbook shall be the controlling document.

Safety Expectations for the Workplace

The Company and Team Members shall recognize that high standards of safety and health are necessary to prevent accidents, injuries and/or illnesses, and agree to cooperate fully in observance of all applicable

statutes, laws, regulations, rulings, orders, standards, and Company and Customer/Client rules relating to Team Member health and safety. All Team Members are responsible to abide by all safety rules. All accidents and/or injuries, no matter how light, shall immediately (upon noticing the issue) be reported any member of the Leadership Team and/or a human resource representative as described in this document.

Reporting Safety Concerns

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported to a member of the Leadership Team and/or a human resource representative immediately (upon noticing the hazard). Help from outside emergency response agencies should also be sought if needed.

Workplace Safety Program

To assist in providing a safe work environment for Team Members, customers, and visitors, the Company has established a workplace safety program. This program is a top priority for the Company. Members of the Leadership Team and/or a human resource representative is responsible for implementing, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all. The Company provides information to Team Members about workplace safety through regular internal communication channels such as meetings, memos, and/or other written/verbal communications.

Team Members shall receive periodic workplace safety training to cover potential safety hazards and/or safe work practices to eliminate and/or minimize those hazards. Some of the best safety improvement ideas come from Team Members. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise or bring them to the attention of any member of the Leadership Team and/or a human resource representative. Reports and concerns about workplace safety issues may be made anonymously if the Team Member wishes. All reports can be made without fear of reprisal.

Each Team Member is expected to obey safety rules and to exercise caution in all work activities. Safety rules must be practiced at all times.