

Information Handbook

for

Employees

of

ENI MECHANICAL, INC.

39 S. Gordon St.

Gouverneur, NY 13642

Developed by  
Jerry R. Hopper & Associates  
P. O. Box 2375  
Chapel Hill, North Carolina 27515-2375

C10/Construction Company

NOTHING CONTAINED IN THIS HANDBOOK IS INTENDED TO CREATE (NOR SHALL BE CONSTRUED AS CREATING) A CONTRACT OF EMPLOYMENT (EXPRESS OR IMPLIED) OR GUARANTEE EMPLOYMENT FOR ANY TERM OR FOR ANY SPECIFIC PROCEDURES. THERE IS NO CONTRACT OF EMPLOYMENT BETWEEN (ENI MECHANICAL, INC.) AND ANY ONE OR ALL OF ITS EMPLOYEES. EMPLOYMENT SECURITY CANNOT BE GUARANTEED FOR OR BY ANY EMPLOYEE.

# Table of Contents

Foreword ..... ii

Management Philosophy ..... iii

History ..... iv

Section 1: Employment ..... 1

Section 2: Working Hours and Pay ..... 9

Section 3: Benefits ..... 17

Section 4: Transfer of Employees, Separation From Employment  
and Leave of Absence ..... 31

Section 5: Work Policies and Regulations ..... 35

Section 6: Conflicts of Interest ..... 41

Section 7: Rules To Help Us All ..... 43

Section 8: Safety ..... 45

Section 9: Transportation and Travel Expenses ..... 49

Section 10: Employee Concerns ..... 51

Acknowledgment of Receipt & Understanding ..... 52

## Foreword

We believe in keeping employees fully informed about our policies, procedures, practices, benefits, what employees can expect from the company, and the obligations assumed as an employee of ENI Mechanical, Inc.. This practice is designed to provide fair treatment of employees. All employees are expected to become familiar with the policies, procedures, practices, and benefits of ENI Mechanical, Inc.. This handbook is intended to provide employees with basic information. The policies and practices described in this handbook reflect a great deal of concern for the people who make it possible for ENI Mechanical, Inc. to exist . . . its employees. Nothing contained in this handbook is intended to create a contract (express or implied), or otherwise to create legally enforceable obligations on the part of ENI Mechanical, Inc. or its employees.

Because ENI Mechanical, Inc. is a growing, changing organization, it reserves full discretion to add to, modify, or delete provisions of this handbook at any time without advance notice. For this reason, employees should check with Andrew Leonard to obtain current information regarding the status of any particular policy, procedure or practice. No individual other than the Andrew Leonard or Rob Macaulay of ENI Mechanical, Inc. has the authority to enter into an employment agreement or any agreement that modifies company policy. Any such modification must be in writing and must be signed by Andrew Leonard of ENI Mechanical, Inc..

All employment at ENI Mechanical, Inc. is at will. At will means that both employees and ENI Mechanical, Inc. have the right to terminate employment at any time, with or without advance notice, and with or without cause. No one other than the Andrew Leonard or Rob Macaulay of ENI Mechanical, Inc. has the authority to alter this agreement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by Andrew Leonard or Rob Macaulay of ENI Mechanical, Inc..

Descriptions of various fringe benefits [such as group insurance] are summaries only. Should the descriptions in this handbook differ with any formal agreement or document involved, the formal agreement or document shall be considered correct. The policies, procedures, practices and benefits described replace all earlier written and unwritten ones.

# Management Philosophy

ENI Mechanical, Inc. pledges to its employees that as long as the affairs of this company are in our hands, the following principles will govern our actions with employees.

ENI Mechanical, Inc. employees and their welfare are very important to the success of our company. Our long-range objective is the continuous development of a growing and prospering business through which both the employees and the company will benefit. Every employee is considered a member of our company team. Our success as a company is built on the recognition of the skills and efforts made by each employee. It is our policy to work with all members of our team in a fair and friendly manner and to treat each team member with dignity and respect.

The management of ENI Mechanical, Inc. will work continually for the benefit of our present and prospective customers as well as our employees to improve the competitive position of our company. This will enable us to provide excellent jobs for our team members.

General conditions such as safety, cleanliness, and employee accommodations will be evaluated periodically for possible improvement and will always compare favorably with good industry practice. We will be pleased to meet with any employee to discuss suggested improvements in working conditions.

We will devote our best effort to conducting an expanding business within which will prevail an atmosphere of harmony with opportunity for all employees of ENI Mechanical, Inc.

(Print) \_\_\_\_\_

President \_\_\_\_\_

ENI Mechanical, Inc.

# Section 1 Employment

## **APPLICATION FOR EMPLOYMENT**

All candidates for employment with ENI Mechanical, Inc. must fully complete, date, and sign the company's standard employment application form. (A resume will not be accepted in lieu of a completed employment application.) 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.

The company may investigate any portion of the requested information and may deny or later terminate the employment of anyone giving false, misleading, or incomplete information.

The completed employment application form will be made part of the personnel file of those applicants accepted for employment.

An employment application form completed by an applicant not selected for available openings will be maintained in an active minimum of 12 (12) months and reviewed as suitable openings occur.

## **CONFIRMATION OF PREVIOUS EMPLOYMENT**

It is the policy of ENI Mechanical, Inc. to request information from a prospective employee's previous employer(s) in order to obtain the prospective employee's work record as it pertains to his/her application for employment.

**COMPLIANCE INFORMATION:  
FEDERAL GOVERNMENT CONTRACTORS OR SUB-CONTRACTORS,  
OR EMPLOYERS WITH OVER 100 EMPLOYEES ARE REQUIRED TO  
COMPILE AND MAINTAIN THE INFORMATION LISTED IN THIS POLICY.**

## **COMPLIANCE INFORMATION**

In order for the company to comply with federal government regulations regarding its practice to employ people without discrimination, it is necessary for the company to compile and maintain detailed information on each formal candidate for employment and those who are hired.

This information will include the candidate's or employee's sex, race, and veteran's status including service in the Vietnam era.

## **IMMIGRATION LAW COMPLIANCE**

ENI Mechanical, Inc. is committed to employing U.S. citizens and aliens who are authorized to work in the United States and will not unlawfully discriminate on the basis of citizenship or national origin.

As a condition of employment and in compliance with the federal Immigration and Reform Control Act (IRCA) of 1986, each new employee must complete an Employment Eligibility Verification form (Form I-9) and present documents that establish identity and employment eligibility.

Identity can be established by providing documentation such as a current state-issued driver's license, a state-issued identification card, or similar document such as a school I.D. with photograph, voter's registration card, or military service record.

An employment eligibility document is a Social Security card, a birth certificate, or an immigration document.

If proper identity and employment eligibility documents are not provided, an employee will not be allowed to continue employment.

An employee will not be allowed to continue employment without providing proper identification documents.
---

### **MEDICAL EXAMINATION**

To help ensure that employees are able to perform their duties safely, medical examinations may be required.

For certain positions or under certain circumstances and after an offer of employment, a medical examination may be required. When a medical examination is requested, the medical examination will be conducted by a company-appointed physician at the company's expense. Employment and assignment will be conditional pending the receipt of a satisfactory physician's report.

Current employees may also be required to undergo medical examinations. When necessary, these exams will evaluate an employee's ability to perform the essential functions of the position or need for possible accommodation. Such examinations will be conducted for all employees in the same job category and will be scheduled at reasonable times and intervals. The exams will be conducted at the employer's expense.

### **DRUG TESTING**

ENI Mechanical, Inc. is committed to providing a safe, efficient, and productive environment for all employees; therefore, job applicants and current employees may be asked to provide body substance samples (such as urine and/or blood) to determine illegal use of drugs or alcohol. Any applicant who fails the drug test will not be accepted for employment. Any employee who refuses to submit to drug testing is subject to disciplinary action up to and including termination of employment.

Questions concerning this policy should be directed to Andrew Leonard or Rob Macaulay.

### **MOTOR VEHICLE RECORD (MVR) INQUIRY**

Employees may be expected to drive company vehicles and must provide the company with current and acceptable motor vehicle driving information. Employment

and/or assignment will be conditional pending the receipt of a satisfactory report from the Department of Motor Vehicles.

### **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

ENI Mechanical, Inc. was built upon teamwork and equal opportunity. We will continue to be successful when people are treated fairly and allowed to advance and achieve their full potential. We are proud of the fact that we extend equal employment opportunities to all qualified employees and applicants for employment without regard to race, color, religion, sex, age, national origin, or disability, which if needing accommodation, may be reasonably accommodated as required by law.

We work hard at ENI Mechanical, Inc. to promote the fulfillment of human potential and equal employment. We will take action to ensure that all qualified minority group individuals, women, disabled persons, and disabled or Vietnam Era veterans are given the opportunity to know of openings, are encouraged to seek promotions, are considered for promotion opportunities, and, when qualified, are hired or promoted.

All phases of employment including, but not limited to, recruiting, hiring, selection for training, promotion, demotion, discipline, rates of pay or other compensation, transfer, layoff, termination, recall, use of all facilities, and participation in all company-sponsored activities, will be administered so as to further the principle of equal employment opportunity.

### **AFFIRMATIVE ACTION PLAN**

ENI Mechanical, Inc. shall continue to base decisions on employment so as to further the principles of equal employment opportunity by hiring and employing qualified, reliable, productive employees without regard to race, color, religion, sex, age, national origin, veteran's status, and mental or physical disability. In order to implement this policy, the company has adopted an affirmative action program.

ENI Mechanical, Inc. will cooperate with federal, state, or local government agencies who have the responsibility of observing our actual compliance with various laws relating to employment. The company will furnish such reports, records, and other matters as requested in order to foster the program of equal opportunity for all persons regardless of race, color, religion, sex, age, national origin, disabled or Vietnam Era veteran status, or physical or mental disability.

The company has designated Robyn Estey as its Equal Employment Opportunity Officer. The Equal Employment Opportunity Officer is responsible for coordinating all aspects of the Equal Employment Opportunity process to assure non-discrimination and compliance with all applicable orders and guidelines. Questions and/or complaints concerning equal employment opportunity should be directed to the company's Equal Employment Opportunity Officer.

### **EMPLOYMENT PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA)**



Title I of the Americans With Disabilities Act prohibits discrimination in any terms or conditions of employment for qualified individuals with a disability.

The Americans With Disabilities Act requires that employment decisions be based on the ability of a person to perform the essential functions of a job and not the person's disability or limitations.

Further, it requires management to reasonably accommodate individuals with disabilities when necessary.

To comply with the employment provisions of the Americans With Disabilities Act, ENI Mechanical, Inc. will:

- identify the essential functions of a job;
- determine whether a person with a disability, with or without accommodation, is qualified to perform the duties; and,
- determine whether a reasonable accommodation can be made for a qualified individual.

## **CATEGORIES OF EMPLOYEES**

Employees are designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws and do not receive overtime pay.

In addition to the non-exempt or exempt classification, employees are divided into the following categories for the purpose of compensation and benefit eligibility. Company policies apply to all categories of employees.

### **FULL-TIME**

Employees hired full time (40 hours or more) on a full work week basis for a continuous and indefinite period of time are considered full-time employees for all compensation and benefit purposes.

### **PART-TIME**

Employees whose work schedule is less than full time (less than 40 hours) on a full work week basis for a continuous and indefinite period are considered part-time employees for all compensation and benefit purposes. Part-time employees are eligible for some benefits by specific reference only.

### **TEMPORARY**

Employees hired as temporary replacement for full-time or part-time employees, or for short periods of employment such as summer months, peak periods, and vacations are considered temporary employees. Temporary employees are not eligible for benefits regardless of the number of hours or weeks worked.

## **BENEFIT ELIGIBILITY**

The term "eligible employee(s)" used in Section 3 - Benefits of this handbook refers to full-time employee(s) unless otherwise designated. Each employee will be advised of the status of his/her position when he/she is hired.

- Full-time employees are entitled to the benefits stated in this handbook provided they qualify for each individual benefit.
- Part-time employees are entitled to those employee benefits specifically designated.
- Temporary employees are not eligible for benefits.

## **ORIENTATION - VERSION #1 (Copy Given to Each Employee)**

Following the acceptance of employment, Andrew Leonard or Rob Macaulay will discuss job duties and areas of responsibility with a new employee. Company policies and procedures will also be reviewed. A copy of the Information Handbook for Employees will be available on line or a hard copy will be given to each employee to read and review if he/she requests.

Two copies of an Acknowledgment of Receipt and Understanding are located at the end of the handbook. After reviewing the handbook, each employee must sign the two copies of the statement acknowledging his/her receipt of and his/her understanding of the information contained in the Information Handbook for Employees. One signed/witnessed copy of the Acknowledgment of Receipt and Understanding will remain in the employee's handbook. The other signed/witnessed copy of the statement must be returned Robyn Estey within 7 days of commencement of employment. This signed/witnessed copy of the statement will become part of the employee's personnel file.

The Information Handbook for Employees is the property of ENI Mechanical, Inc. and must be returned upon separation from employment.

## **EVALUATION PERIOD**

During the first 90 days of employment, ENI Mechanical, Inc. and each new employee are given an opportunity to evaluate whether the employment relationship should continue.

Before the end of this 90 day period, the employee's performance will be evaluated. An employee who satisfactorily completes the evaluation period will be notified by Andrew Leonard or Rob Macaulay of his/her employment status.

During the evaluation period, an employee may voluntarily terminate employment without notice, or if the performance of the employee is not satisfactory as determined by ENI Mechanical, Inc., the employee may be released with or without notice.

The completion of the evaluation period should not be considered as a guarantee of permanent employment. ENI Mechanical, Inc. evaluates employees on a continuing basis and reserves the right to terminate an employee at any time during or after the evaluation period.

## **PAYROLL INFORMATION**

Following the acceptance of employment, each new employee will be given federal and state tax forms [along with insurance forms] to complete. The completed forms, the employment application form, and information regarding starting pay, starting date and any other pay or benefit information will be forwarded to the Robyn Estey.

## **CONTINUOUS SERVICE DATE**

So that the company can maintain a record of the benefits for each employee, a continuous service date will be established for each full-time employee. The continuous service date will be the employee's first day of employment and will continue uninterrupted as long as he/she remains a full-time employee of ENI Mechanical, Inc..

## **IDENTIFICATION**

Some projects require special identification badges and/or cards for ENI Mechanical, Inc. employees. Employees will be provided with identification badges and/or cards when they are necessary.

## **EMPLOYMENT OF RELATIVES**

The company discourages the employment of close relatives because it is not considered sound business practice. However, under certain conditions, management may waive this policy in favor of employing close relatives within the organization.

For the purpose of this policy, a relative is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## **EMPLOYMENT OF MINORS**

The following provisions apply with respect to the company's employment age requirements:

- The company will fully comply with the Child Labor provisions of the Fair Labor Standards Act and applicable state statutes which govern the employment of minors.
- For purposes of insurance risk, it is the company's policy to discourage the employment of individuals younger than age 18 in any position with the company. In any case involving the hire of a person under the age of 18, a written release must be secured from a parent/guardian in advance of the person's start date.
- Should the company have any reason to question whether an individual applicant is under age 18, the applicant may be required to furnish proof of birthdate.

## **EMPLOYMENT-AT-WILL**

We hope that each employee's period of employment at ENI Mechanical, Inc. can be a rewarding experience. However, we recognize that circumstances change with the passage of time and that some employees may seek opportunities elsewhere or choose to leave the company for other reasons.

Other employees may not fulfill the operational needs of the company or changed circumstances may reduce available employment opportunities which may result in involuntary terminations.

We sincerely hope that none of these situations occur, but realistically we have to acknowledge that the possibility does exist. Therefore, the right of the employee or the company to terminate the employment relationship at will is recognized and affirmed as a condition of employment.

At will means that both employees and ENI Mechanical, Inc. have the right to terminate employment at any time, with or without advance notice, and with or without cause.

## **EMPLOYEE INFORMATION**

Employees are asked to help keep the company informed about any major change which may affect their employment status. Each employee is responsible for promptly notifying the company of important changes in personnel data. Personnel data should be current and accurate at all times and any change of the following should be reported to Robyn Estey:

- Name
- Address
- Home telephone number
- Marital status
- Number of dependents
- Emergency telephone numbers and whom to notify in case of emergency
- Change of beneficiary
- Driving record
- Authorized payroll deductions
- Additional education and special training courses

## **PERSONNEL FILES**

ENI Mechanical, Inc. will maintain a file on each employee. An employee's personnel file begins with his/her completed employment application form. From time to time various information will be added to this personnel file regarding an individual's employment status with the company. Personnel files are the property of ENI Mechanical, Inc. and will be treated the same as any other confidential company information.

- The following provisions apply with respect to the company's standards for establishing, maintaining, and handling employee personnel files:
- All official records concerning an employee will be kept up to date insofar as possible and all employees shall promptly report all pertinent personal information and data changes to the Robyn Estey.
- Employees will be permitted to review their personnel files as permitted by applicable laws.

- Information regarding the medical condition or history of an employee will be kept in a separate file with restricted access.
- The personnel file of an employee terminating employment will be maintained in accordance with applicable state and federal laws.

### **CONTENTS OF PERSONNEL FILES**

Employee personnel files may include the following:

- a. Original employment application
- b. Employment Eligibility Verification (Form I-9)
- c. Performance appraisal reports
- d. Disciplinary action notices
- e. Special commendation information
- f. Educational achievement records
- g. Status changes affecting employee's work and salary history
- h. Employee's resume (if submitted)
- i. Signed/Witnessed copy of the Acknowledgment of Receipt and Understanding
- j. Other relevant documents as determined by Human Resources Department

### **EMPLOYEE'S REQUEST FOR REVIEW OF PERSONNEL FILE**

The following provisions apply with respect to an employee's request to review his/her personnel file:

- The Human Resources Department will have the responsibility of coordinating the review of an employee's personnel file with the employee's immediate supervisor.
- A member of the Human Resources Department staff must be present while the employee reviews his/her personnel file.
- The employee may take notes, but may not remove, deface or otherwise make notations on the documents in his/her personnel file.
- Upon request from the employee, the company will provide a copy of any item(s) in the employee's personnel file.

### **MANAGEMENT'S REVIEW OF PERSONNEL FILES**

All information in employee personnel files is considered confidential. This information will only be available to the Human Resources Department, the employee, senior management personnel, and supervisors or managers who are responsible for the employee. Any violation of this policy is considered a very serious offense.

One exception will be in a transfer situation where the supervisor of the department to which an employee may be transferred will be allowed to review the employee's file with the approval of the Human Resources Department and the employee's immediate supervisor.

## Section 2 Working Hours and Pay

### **WORKING HOURS**

The company's normal work week begins at 8 a.m. Monday and ends at 5 p.m. Friday; however, regular working hours may vary depending on the particular job, department, shift, or working conditions. Regular working hours are as follows:

Office: 7 AM to 5 PM Monday – Friday

Each employee is expected to complete a normal work day and work week and work whatever reasonable additional hours are required to meet company needs.

Project Foremen will inform employees of scheduled break and/or lunch periods. Employees are expected back at their work station ready to start work at the end of each scheduled break and/or lunch period. If overtime is required, employees will be expected to work any additional time necessary.

### **OVERTIME**

Employees may be scheduled to work overtime when operating requirements or other needs cannot be met during regular working hours. Whenever possible, advance notification will be provided. If determined necessary, overtime work will be authorized by management beyond an employee's standard work week. Non-exempt hourly-paid employees will be paid overtime compensation in accordance with federal and state wage and hour provisions. Overtime pay is based on actual hours worked. Time off for [vacation leave] [a company-observed holiday] [or any leave of absence] will not be considered as hours worked when computing overtime.

Any employee who fails to work scheduled overtime or works overtime without prior authorization from management may be subject to disciplinary action up to and including termination of employment.

### **PREMIUM TIME**

Employees required to work on their regularly scheduled day(s) off will be paid one and one-half (1-1/2) their regular rate of pay regardless of the number of hours worked in the work week.

### **REPORT-IN PAY**

In the event an employee is told to report for work and weather or other circumstance prevents work that day, the employee will be not be paid for hours short time.

## **PAY PERIOD AND PAYMENT**

The pay period is

[A] Weekly

1. Personnel are normally paid on Wednesday for work performed Monday through Sunday of the previous week.

## **RECORDING TIME WORKED**

Government regulations require that the company keep an accurate record of time worked by employees in order to calculate pay and benefits.

Time cards will be maintained by each employee. It is his/her responsibility.

It is the employee's responsibility to sign his/her time record to certify the accuracy of all time recorded before submitting it for processing. In addition, if corrections or modifications are made to the time record, both the employee and Andy Leonard must verify the accuracy of the change by initialing the time record.

If an employee has a question concerning his/her time card, he/she should discuss the matter with his/her Andrew Leonard.

## **ATTENDANCE**

Regular and on-time attendance is expected for efficient operations at ENI Mechanical, Inc.. Excessive absenteeism and tardiness is not only inconvenient but also causes costly problems. While it is recognized that an occasional illness or extenuating personal reason may cause unavoidable absence from work or tardiness, regular on-time attendance is required for continued employment.

**Employees are expected to personally make the effort to notify the company of any absence or tardiness.** Employees should contact their supervisor, Andrew Leonard or Rob Macaulay directly to report any absence or lateness prior to their starting time so that arrangements may be made to alter the distribution of work if necessary.

Any employee who fails to maintain an acceptable attendance record will be subject to disciplinary action. Unexcused absence or tardiness will affect future promotions and/or raises.

If any employee is absent from work for 2 consecutive days without informing Andrew Leonard or Rob Macaulay, it will be assumed that the employee resigned and employment will be terminated as of the last day worked by the employee.

## **UNEXCUSED ABSENCE**

Following are descriptions of disciplinary actions that will result from unexcused absence:

- 1st Offense Verbal reprimand with written notice to employee's personnel file
- 2nd Offense Written notice (copy to employee's personnel file)
- 3rd Offense Suspension for up to 3 working day(s) without pay with management review
- 4th Offense Suspension for 5 working day(s) without pay up to termination.

## **TARDINESS**

Tardiness applies to returning from lunch and/or break periods as well as the beginning of the work day. The following describes the disciplinary actions that will result from tardiness:

- 1st Offense Verbal reprimand with written notice to employee's personnel file
- 2nd Offense Verbal reprimand with written notice to employee's personnel file
- 3rd Offense Suspension for up to 3 working days(s) without pay
- 4th Offense Suspension for 5 working day(s) without pay up to termination

## **FAMILY EMERGENCY**

In the event the office staff receives word of an emergency related to a member of an employee's family, the employee will be notified as soon as possible. Should the employee be at a location away from his/her normal workplace, arrangements will be made to contact the employee, and if necessary, arrange for the employee to return home immediately.

## **SEVERE WEATHER CONDITIONS**

Occasionally, severe weather or emergency situations [such as fire, power failure, flooding or earthquakes] can disrupt company operations and circumstances may necessitate early closing, late opening, or cancellation of work. A determination on opening or closing will be made the discretion of senior management. In the event an emergency occurs during non-working hours, local radio and/or television stations will be asked to broadcast notification of the closing or late opening.

Unless otherwise notified, employees are expected to be at work on time. If an employee arrives late, leaves early, or otherwise alters his/her normal work schedule without prior approval from management, he/she will be expected to make up this time.

## **PERFORMANCE EVALUATIONS**

Performance of employees will be evaluated periodically by management. The evaluation consists of a personal interview during which an employee's strengths and weaknesses are discussed and evaluated and recommendation for improvements are made. These interviews also identify the short and long-range goals of employees and determine how they interrelate with the company's purpose and objectives.



Any recommendation for promotion, a change of duties, or an increase in pay must be approved by Andrew Leonard or Rob Macaulay before any change takes effect. A performance evaluation does not necessarily mean a change in pay or duties.

### **ADVANCEMENT**

ENI Mechanical, Inc. believes in promoting from within the company. We want employees to have the opportunity for promotion to higher paying positions within the company. A promotion will be based on such factors as quality and quantity of work, prior job performance, experience, educational background, attendance record, safety record, and the ability to work well with others.

We reserve the right to look outside the organization if we feel that an employee with the best qualifications cannot be found within the organization.

### **PAYROLL DEDUCTIONS FROM GROSS PAY**

The company will make arrangements for payroll deductions for the following:

- [Federal] [state] [local] income taxes
- Social Security taxes
- Past due taxes
- Garnishments (including child support) or other court ordered wage deductions
- Employee's portion of group insurance premiums
- Employee's portion of group insurance premiums for coverage on eligible dependents
- Uniforms
- Loss, damage, or destruction of company property
- 401(K) Retirement Savings Plan contributions
- Charitable contributions
- \_\_\_\_\_
- \_\_\_\_\_

Any deductions (other than statutory deductions) must be authorized by the employee. No other deductions will be made unless specifically authorized in writing by the employee. All deductions will be itemized on the employee's pay check stub. Questions regarding payroll deductions should be directed to Robyn Estey.

### **ERROR IN PAY**

The company takes precautions to ensure that employees are paid correctly; however, if an error does occur, the employee should notify Robyn Estey. The company will make every attempt to adjust the error no later than the employee's next regular pay period.

### **GARNISHMENT OF EMPLOYEE WAGES**

Garnishments are court orders requiring an employer to withhold specified amounts from an employee's wages for payment of a debt owed by the employee to a

third party. State law requires the company to honor garnishments of employee wages (including child support) as a court or other legal judgment may instruct. The law also provides for an administrative fee to be charged when a garnishment occurs.

#### **AUTHORIZED CHECK PICKUP**

If an employee is absent on pay day and instructs someone to pick up his/her pay check, a note signed by the employee authorizing the person must be provided before the check can be released. The person picking up the pay check must show proper identification and sign for the check. This policy protects both the employee and the company.

#### **SEVERANCE PAY**

It is the policy of ENI Mechanical, Inc. to provide severance pay to full-time employees whose employment is terminated for reasons that are not unfavorable to ENI Mechanical, Inc. as determined by the company in its sole discretion.

Specifically excluded from benefits under this provision would be an employee who was hired as a temporary employee for a specified period of time or one who was offered but refused to accept another suitable position with the Company.

#### **ADVANCES AND LOANS -**

ENI Mechanical, Inc. will not advance money to employees against wages nor will the company loan money to employees.

## **Section 3 Benefits**

The company provides a well-balanced program of benefits designed to meet the needs of employees and provide protection from financial hardship. These benefits will be reviewed periodically to assure that they keep pace with area practice.

The information contained in this handbook regarding employee benefits is not a contract to provide these benefits to any employee. The eligibility requirements of these benefits are described in the summary plan documents and/or benefits booklets. Full-time employees are eligible for benefits provided by the company if they meet specific requirements.

At the present time, ENI Mechanical, Inc. pays for most of the cost of the benefits. Be sure to keep information regarding any change to the handbook. Questions concerning benefits and/or insurance claim information should be directed to the Human Resources Department.

The terms of the benefit plans described are subject to change at any time by the insurer(s) or ENI Mechanical, Inc..

**VACATION ELIGIBILITY**

**Effective 1/1/2010 – No new employees hired after this date will receive vacation pay.**

All employees hired prior to 1/1/2010 - The company recognizes that employees need a scheduled time away from normal work duties for their personal well-being. The company grants annual vacation with pay to full-time employees who meet the following service requirements:

<b>Length of Continuous Service</b>	<b>Eligible Vacation</b>
12 months.....	5 days (40 hours)
2 year .....	6 days (48 hours)
3 years.....	7 days (56 hours)
4 years.....	8 days (64 hours)
5 years.....	9 days (72 hours)
6 years.....	10 days (80 hours)

**VACATION SCHEDULES**

Vacation requests must be made at least 2 weeks prior to the desired vacation time. Vacation may be taken at any time during the year after eligibility with the following provisions:

- Employees are expected to take their paid vacation time as a means of rest and diversion for themselves and their families.
- Vacation must be approved in advance by Andrew Leonard or Rob Macaulay.
- Unused vacation time may be carried over into the next year without prior approval.
- A holiday observed by the company that falls during the vacation period will be considered as a paid holiday and not vacation time. This day of vacation may be taken at another time as approved.
- Job requirements will always have precedence over vacation schedules.
- Length of service will be considered in the event a conflict of vacation schedules arises.

**VACATION PAY**

The following provisions apply with regard to vacation pay:

- Pay for vacation time will be at the employee's regular rate of pay.
- Paid vacation time will not be considered as time worked for the purpose of computing overtime.
- Pay in lieu of unused vacation at any time will be provided only at the convenience of the company when approved in advance by Andrew Leonard and, upon separation from employment under certain conditions.

- Employee who is laid off and is called back to work must wait either the length of times of his layoff or a maximum of 90 days before he/she is eligible for vacation accrual or holiday pay. (updated Nov.25, 2015)

## **OBSERVED HOLIDAYS**

The company normally recognizes the following paid holidays (For those employees hired prior to 1/1/2010; however, the company may decide to work on a holiday depending upon job requirements.

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

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

- When a recognized holiday falls on a Saturday or Sunday, its observance will be at management's discretion.
- Paid holiday time will not be considered as time worked for the purpose of computing overtime.

## **GROUP HEALTH INSURANCE**

Group health insurance is available to all full-time employees. Coverage will become effective on the 1st day of the month following 90 days of continuous employment.

At the present time, the company pays 0% of the cost of premiums for coverage on employees and their eligible dependents. Employees who want to include coverage on their eligible dependents may do so by indicating this choice on the group health insurance enrollment form.

As health care costs continue to rise, the company will attempt to provide suitable health coverage to its employees.

If an employee previously covered by the company's group health insurance plan is laid off because of temporary lack of work or illness and is rehired within three (3) months of the layoff, the employee will be issued the appropriate COBRA paperwork to continue their coverage.

The insurance carrier will provide eligible employees with a detailed summary of the insurance coverage provided.

## **CONTINUATION OF GROUP HEALTH INSURANCE (COBRA)**

**Note: Continuation (COBRA) Applies To Companies With 20 Or More Employees**

### **CONTINUATION OF GROUP HEALTH INSURANCE (COBRA)**

ENI Mechanical, Inc. will comply with federal regulations relating to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) which is designed to provide employees and eligible dependents with the opportunity to continue health insurance coverage at group rates in certain instances in which coverage would otherwise cease. The premium for this coverage is the sole responsibility of the employee or dependent. Further information may be obtained from Robyn Estey

### **401(K) RETIREMENT SAVINGS PLAN**

This program enables employees to save for retirement on a pre-tax basis. Employees may elect to defer money from of their pay. Employees are eligible to participate in the 401(K) Retirement Savings Plan and may enter the Plan immediately upon hire. The company does not match employee contributions.

Employee contributions are 100% vested immediately.

### **EDUCATIONAL ASSISTANCE**

The company encourages all full-time employees to be more effective on the job and to increase their career potential within the company by voluntary participation in job-related classes, continuing education programs and/or professional seminars outside regular working hours. The company feels employee development is advantageous to both the company and the employee.

With prior approval from management, the company may reimburse a percentage to eligible employees

If an employee attends a job-related class/seminar that requires an overnight stay, reimbursement for lodging and/or meal expenses will be made according to previously established guidelines. Receipts along with a properly completed Expense Report are required at the time the reimbursement is requested.

Any cost to attend a seminar will be paid directly by the company before the employee attends. If the employee fails to attend a seminar, the cost to attend the seminar or any cancellation fee incurred will be at the expense of the employee.

Employees requesting educational assistance must comply with the following conditions:

- The employee must submit a written request for educational assistance to the Andrew Leonard listing the name of the school, a description of the course, tuition cost, scheduled time, and whether or not the employee is working toward a degree.
- The employee must be employed full time by the company at the time the reimbursement is paid.
- Upon successful completion of the course, the employee must submit all receipts for books, tuition, student fees, etc., along with a copy of the final grade received to be reviewed before reimbursement.
- Reimbursement for educational assistance will not be made if the course is dropped, failed, or in any way not completed, or if the employee ceases to be employed by the company for any reason.
- Reimbursement will not be made by the company if the employee is receiving payment for course(s) by grant or scholarship from other sources, for example, the G.I. bill.
- Final approval for all educational assistance will be given by Andrew Leonard.
- Any special cases or situations not listed above will be at the discretion of Andrew Leonard.

### **JURY/WITNESS DUTY**

When an employee is required to serve as a juror or is subpoenaed to serve as a witness [on company business], time off [up to 3 days] with pay will be granted as follows:

- The employee must notify Andrew Leonard or Rob Macaulay upon receipt of a summons or subpoena so that arrangements can be made to accommodate the employee's absence.
- A document from the court which shows the time spent by the employee and the amount paid to the employee must be submitted to the Human Resources Department.
- Verification of an employee being seated on a jury, being detained in a jury pool, or subpoenaed as a witness is required.
- An employee who is subpoenaed to serve as a witness for reasons not related to company business must use earned vacation time.
- If the court dismisses the jury early, the employee is expected to return to work as soon as possible [and complete a regular work day comprised of civic time and time on the job].
- Should the employee's work duties with the company be vital to its operation, the company may ask the court to excuse the employee from jury duty.

## VOTING

### **VOTING - Version #1**

The company encourages its employees to vote in every election; however, time off is not provided for voting with or without pay. Employees should plan to vote prior to or following normal work hours.

### **FUNERAL LEAVE**

In the event of a death in an employee's immediate family, the employee will be allowed up to 3 days off with pay in order to assist with arrangements or to attend the funeral according to the following schedule. [Special consideration will also be given in the event of a death of any other person whose association with the employee was similar as close family friend, a foster child, or significant other.]

<b>Family Member .....</b>	<b>Time Off Allowed</b>
Spouse .....	3 days
Parent/Stepparent .....	3 days
Child/Stepchild.....	3 days
Brother/Stepbrother/Sister/Stepsister.....	3 days
Grandparent.....	3 days
Grandchild.....	3 days
Mother-in-Law/Father-in-Law .....	3 days
Son-in-Law/Daughter-in-Law .....	3 days
Brother-in-Law/Sister-in-Law.....	3 days

If additional time is necessary, vacation time may be used provided the employee is eligible for vacation time.

Employees who must take time off due to the death of an immediate family member should notify Andrew Leonard or Rob Macaulay immediately. [If proper notification is not given, the employee will not be paid for the funeral leave.]

Payment will not be made under this policy when a death occurs during an employee's vacation, leave of absence, layoff or at a time when an employee receives holiday pay.

The company reserves the right to request substantiation of any death in an employee's immediate family and/or confirmation of an employee's attendance at a funeral.

### **SICK LEAVE**

ENI Mechanical, Inc. does not pay sick leave.

## **MEDICAL ABSENCES**

The company reserves the right to request an explanatory note from the employee's physician should an absence extend beyond 3 consecutive working days due to a non-job-related illness or injury.

When an employee is absent from work for more than 5 consecutive working days, management will review the situation to determine if there is a need to fill the position in the individual's absence.

Absence due to pregnancy, childbirth, and related medical conditions will be treated the same as any other non-pregnancy-related illness or disability.

Medical absences for periods in excess of 2 weeks (10 working days) are at the discretion of management and may be denied, approved on conditions which are necessary to the company's interests.

The status of an employee's position and benefits during and at the conclusion of any such extended medical absence will be determined by management and communicated to the employee before or at the time the absence is granted.

### **MATERNITY LEAVE**

**Note: If you include a maternity policy, delete the third paragraph under Medical Absences above.**

## **MATERNITY LEAVE**

It is the policy of ENI Mechanical, Inc. to allow maternity leave-without-pay up to 10 weeks with the following provisions:

- The determination of the beginning and closing dates of the employee's absence will be a joint decision between the employee, the employee's attending physician and the employee's supervisor.
- Before commencing maternity leave-without-pay, the employee must use all allowable sick leave and all earned annual leave.
- The employee may return to work within a specified period of time or as soon as medically approved thereafter, the employee will be reinstated to the position held prior to the leave or a position of equivalent status and pay. This period of time can be extended upon medical recommendation if approved by the company and at its discretion.
- A medical release from the employee's attending physician is required upon return to work.
- If the employee does not return to work within the specified number of days or as soon as medically approved thereafter, the policies governing leave of absence without pay will apply.



**FAMILY MEDICAL LEAVE**  
**APPLIES TO EMPLOYERS WITH AT LEAST 50 WORKERS EMPLOYED AT**  
**LOCATIONS WITHIN A 75-MILE RADIUS OF THE WORKPLACE.**

**FAMILY/MEDICAL LEAVE**

In general, an employee who has completed at least twelve (12) months of continuous service with (ENI Mechanical, Inc.) and performed at least 1,250 hours of service in the prior 12-month period is eligible to receive an unpaid family/medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). The following provisions apply with regard to the family/medical leave policy for employees of ENI Mechanical, Inc.:

- Family/medical leave may be taken only if it is made necessary due to one of the following reasons:
  - 1) within twelve (12) months of the birth of a child of the employee in order to care for the child;
  - 2) within twelve (12) months of the placement of a child with the employee in connection with adoption or foster care in order to care for the child;
  - 3) a serious health condition of the employee's child, parent, or spouse;
  - 4) a serious health condition of the employee which prevents him/her from performing the essential functions of his/her job.
- In no instance does the federal law require the company to grant more than a total of twelve (12) weeks of unpaid leave in any consecutive twelve (12) month period.
- If an employee and his/her spouse both work for ENI Mechanical, Inc., they would be eligible for a single twelve (12) week period which they can split between them; however, if the need for leave is for their own serious health condition or that of their spouse or child, each would be eligible for a total of twelve (12) weeks.
- Any leave granted to an eligible employee under this law because of a serious health condition of a family member may be taken consecutively or intermittently depending on the legitimate needs of the employee. The employee must make a reasonable effort to schedule such leave so as not to disrupt the company's business operations.
- Any leave granted due to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the company and must be completed within one (1) year of the adoption or birth.
- During the leave, the employer will maintain the employee's health care coverage under the same conditions as coverage would be provided if the employee were continuously employed during the entire leave period. Both the employer and the employee will be responsible for payment of their share of the premium during the leave period.
- Eligible employees must provide reasonable prior notice to the company when requesting a leave of absence under the law. The company may require an employee

to provide certification issued by a licensed health care provider in order to ensure that the employee meets the eligibility requirements.

- The company is not required to comply with the FMLA to the extent an employee is among the highest paid 10% of employees of the company within a 75 mile radius of any worksite if the company can show that granting the leave would cause substantial and grievous economic injury to its operations.

For more information about family/medical leave, contact the Human Resources Department.

### **MILITARY LEAVE**

It is company policy to grant a leave of absence without pay to employees who participate in U. S. Armed Forces Reserve or National Guard training programs in accordance with the provisions of the Universal Military Training and Service Act.

### **SOCIAL SECURITY**

Social Security provides benefits for employees and their families as specified by law in the event of retirement, hospitalization after age 65 (Medicare), total and permanent disability before age 65, and death at any time.

The Company matches the amount of Social Security taxes paid by each employee. Contact the local Social Security Office for details.

### **WORKERS' COMPENSATION**

Employees of ENI Mechanical, Inc. are covered by Workers' Compensation insurance which is purchased by the company in the state in which it operates. This insurance provides compensation to an employee for lost wages caused by illness, accidental injury, or death suffered in the course of or as a result of his/her employment with the company in accordance with the laws of the state of New York.

#### **Eligibility**

Eligibility for benefits under Workers' Compensation insurance is automatic and is effective on date of hire.

#### **Reporting**

A report must be filed within 8 hours of the onset of illness or injury.

#### **Benefits**

Workers' Compensation benefits provide weekly payments based upon a statutorily specified amount of the employee's regular earnings as well as payments for medical and hospital expenses arising out of an occupational illness or injury.

**Effect on Continuous Service Date**

Any time lost by an employee due to an occupational illness or injury covered by Workers' Compensation insurance will be credited as active service for all company benefits.

The company will comply with all state and federal laws pertaining to Workers' Occupational Diseases and Workers' Compensation.

**UNEMPLOYMENT COMPENSATION**

Unemployment compensation is another form of insurance which is paid for entirely by ENI Mechanical, Inc.. Unemployment compensation helps employees meet a loss of income resulting from unemployment beyond their control by paying certain benefits while they are out of work. This form of protection is in addition to group insurance, Social Security, and Workers' Compensation.

**Section 4****Transfer of Employees, Separation From Employment and Leave of Absence****TRANSFER OF EMPLOYEES**

Transfer of employees from one department to another or from one location to another for the company's convenience may be made to meet company requirements. A request for transfer should be made in writing and submitted to Andrew Leonard or Rob Macaulay consideration. A transfer may be made if management determines it is in the best interest of the company and the employee.

**SEPARATION FROM EMPLOYMENT**

An employee may be separated from employment voluntarily or involuntarily by retirement, voluntary resignation, lack of work, or termination. Usually, before an employee is terminated, he/she will be told the reason(s) and will be counseled by Andrew Leonard or Rob Macaulay. However, if any misconduct warranting discipline is severe enough, Andrew Leonard or Rob Macaulay has the authority to discharge the employee immediately.

All company property in the employee's possession must be returned to the office upon separation from employment before the final pay check is released.

**VOLUNTARY RESIGNATION**

Any employee who voluntarily resigns his/her position with ENI Mechanical, Inc. is expected to provide the company with advance written notice of at least 2 weeks.

If the employee does not provide advance notice as requested, the employee will not be eligible for rehire.

## **EXIT INTERVIEW**

An employee planning to leave the company may be asked to participate in an exit interview. In addition to discussing his/her decision to leave the company with his/her immediate supervisor, Andrew Leonard or Rob Macaulay will meet with the employee prior to the termination. Discussions concerning the reasons for leaving will assist the company in evaluating the effectiveness of its personnel policies and practices. At the time of the exit interview matters relating to final pay and any other personal considerations will be arranged.

## **PAY AT TIME OF SEPARATION FROM EMPLOYMENT**

The company will determine if the terminating employee has any outstanding debt owed to the company and whether the individual has in his/her possession any company credit cards, uniforms, tools, keys, safety equipment, manuals, vehicles, ID cards/badges or other company property.

Upon completion of a full accounting of the employee's and the company's accounts (as determined by the company), a final pay check for time worked (less deductions) will be issued to the employee on the next regular pay day in accordance with applicable federal and state law.

The company will issue a check designated as the final payment for all services rendered. The final check will not reflect any time not actually worked except for an employee separated from employment with the company for any reason before he/she has taken part or all of his/her earned vacation. The employee will receive pay for his/her earned (unused) vacation time at the time of separation from employment.

Upon resignation or termination, the employee should contact the Human Resources Department for possible conversion of group insurance and to address any financial issues.

Any employee terminating employment is expected to return any company property in his/her possession.

## **LEAVE OF ABSENCE**

An employee with at least 2 years of service may ask for a leave of absence without pay from the company; however, no employee is guaranteed a leave of absence.

Any request for a leave of absence must be made in writing stating a definitive period of time and must be approved (in advance) by Andrew Leonard or Rob Macaulay. If the time period requested is longer than the position can be held open, then the employee will be advised at that time that the job may not be available upon the employee's return to work.

Management may recommend either approval or denial of a leave of absence request based upon business considerations and/or circumstances of the request, (e.g., staffing needs, employee disability, military obligations, family crisis, unusual circumstances, etc.).

Due to lack of work, the company may require an employee to take an unpaid leave of absence. The length of the company-initiated leave of absence may vary.

- During any approved leave of absence the following provisions apply:
- The employee is responsible for the payment of all insurance premiums for his/her individual coverage and dependent health insurance coverage (if applicable). This money should be paid to ENI Mechanical, Inc. by the first day of each month that the employee is on an approved leave of absence.
  - The employee will retain his/her original employment date (continuous service date) showing no interruption in service.
  - The employee will retain his/her membership in the company's 401(K) Retirement Savings Plan up to the amount of time allowed in the Plan.
  - Credit for paid vacation leave cannot be accrued during an approved leave of absence.
  - If an employee accepts other employment, all of his/her benefits with the company will be terminated.
  - Any leave of absence is without pay.

#### **REDUCTION OF WORKFORCE**

In the event that a reduction in the company's workforce becomes necessary, employees over and above the number determined by the company as needed to perform the available work will be terminated. In determining those employees to be retained, consideration will be given to the quality of each employee's past performance, the need for the position held by the employee and, with all other factors being equal, the length of service of each employee.

If feasible, but not as a vested right, employees subject to termination will be given a notice prior to the anticipated termination. Upon such termination, all accrued (unused) vacation leave will be paid in full and any insurance benefits required to be offered will be brought to the employee's attention.

## **Section 5**

### **Work Policies and Regulations**

#### **CARE OF EQUIPMENT AND FACILITIES**

Employees should be concerned with the care and safe use of company-owned equipment and facilities. Employees are expected to follow all operating instructions, safety standards and guidelines. Good housekeeping is expected of every employee.

If any equipment, machines, tools, vehicles, etc. appear to be damaged, defective, or in need of repair, notify Andrew Leonard or Rob Macaulay. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

Unsafe, destructive, careless, negligent, or improper use or operation of equipment may result in disciplinary action up to and including termination of employment.

### **PERSONAL APPEARANCE/CLOTHING**

Personal appearance, proper hygiene and appropriate attire are important to our work practices. Our customers gauge the quality of our company by the attention we show to personal appearance and attire.

Each employee personally represents the company and is required to dress in an appropriate manner. Every employee of ENI Mechanical, Inc. contributes to the company's overall public image during work hours. Appropriate attire enhances an employee's effectiveness in providing superior service.

Employees are expected to report to work wearing clean clothing. A neat, well-groomed appearance is important to the employee, their fellow workers and to our customers.

The company does not object to employees having reasonably long hair if it is groomed. Nor does it object to mustaches and/or beards if they are kept trimmed and do not hinder the employee's performance or safety on the job.

### **SMOKING POLICY**

ENI Mechanical, Inc. is dedicated to providing a healthy, comfortable, productive work environment for our employees as well as a healthy, comfortable environment for our customers. This goal can only be achieved through ongoing efforts to protect non-smokers and to help employees adjust to restrictions on smoking. Therefore, smoking is prohibited throughout company facilities. The success of this policy will depend upon the thoughtfulness, consideration and cooperation of smokers and non-smokers. All employees share in the responsibility of adhering to and enforcing this policy. Any conflict should be brought to the attention of the appropriate supervisory personnel. Individual worksite policies may also apply.

### **PERSONAL BELONGINGS**

ENI Mechanical, Inc. recognizes an employee's desire to display mementos pertaining to his/her family or other personal items. While ENI Mechanical, Inc. can take no responsibility for the safekeeping of these items, it welcomes its employees to personalize their work areas for added comfort or pleasantness. However, several guidelines must be observed. They are as follows:

- **Safety Comes First** - No object can interfere with job safety as viewed by company management.
- Nothing can be displayed that (in the opinion of management) is derogatory to any person or system of beliefs.
- Objects that (in the opinion of management) are inappropriate or hinder work efforts will not be allowed and must be removed upon request.

## **SAFETY EQUIPMENT**

Employees will be provided with safety equipment if it is a requirement for a particular job. This equipment will be signed for by the employee and replaced at the employee's expense if the equipment is lost, damaged, or stolen. Replacement will be provided if the equipment is shown to be defective.

## **PERSONAL TOOLS**

Employees who work in certain trade positions are required to provide their own tools to perform job assignments. The project manager will advise employees of the tools required and will make sure that each employee obtains the required tools. The company discourages employees from lending or borrowing tools.

## **COMPANY TOOLS AND EQUIPMENT**

The company will furnish all necessary tools and equipment to complete job assignments. Each employee is reminded that all items purchased by the company are the property of ENI Mechanical, Inc. and represent a very valuable asset of the company. It is the responsibility of the employee to whom tools and equipment are assigned to maintain and safeguard these assets as if they were his/her personal property.

An inventory of tools and equipment will be made periodically. If it is determined that an employee is negligent in the proper storage of tools, materials, or supplies or they are misplaced or stolen, the employee will be asked to replace same at fair market value or the cost of the item will be deducted from the employee's pay check.

When leaving a work area, it is required that all tools be placed back in designated storage areas or removed from the work area and secured in locked storage where available.

## **BREAK AREA**

The company provides a break area equipped with a microwave and refrigerator for the convenience of our employees. Employees are encouraged to use the break area for their scheduled break and/or lunch period. Employees owe it to fellow employees to keep the break area neat and clean. Consumption of food is only permitted in the break area.

## **ENERGY PRESERVATION AND WASTE PREVENTION**

Waste of energy and materials is costly to the company and ultimately results in losses which must be paid for by other cost reduction actions. Employees are expected to:

- conserve energy at every opportunity by keeping thermostats in moderate ranges; 70 degrees in summer and 70 degrees in winter
- change filters regularly
- drive within posted speed limits
- participate in the company's recycling program.

## **SOLICITATION AND/OR DISTRIBUTION**

To prevent disruption of business activities, to minimize distractions for all employees, and to preserve company security, solicitation and/or distribution of literature, materials, goods, contest promotions, requests for donations, or any other solicitation and/or distribution is prohibited during working time or in work areas.

## **SECURITY**

All doors, files, desks, gates, and any other equipment with locks must be kept locked securely when not in direct use and at the end of each day. Locks should be checked regularly. Company vehicles should be kept locked at all times when not in use. Lost keys must be reported to the Office immediately. Any concerns about security should be directed to Andrew Leonard or Rob Macaulay.

## **BULLETIN BOARD**

The company maintains a bulletin board to keep employees informed of current items of general interest. Employees should check the bulletin board regularly. Posting and/or removal of notices must have the approval of Andrew Leonard or Rob Macaulay.

## **OUTSIDE EMPLOYMENT**

ENI Mechanical, Inc. makes every effort to keep its employees as fully employed as possible and at a good rate of pay. When an employee is on the job, this means that 100% of his/her effort is required. If an employee chooses to work outside of his/her job and the outside employment competes with what is expected of him/her as an employee of ENI Mechanical, Inc., opportunities for promotion and advancement with ENI Mechanical, Inc. may be limited by his/her decision.

If management feels that outside employment prevents an employee from fulfilling his/her obligations to the company, the employee will be asked to resign from ENI Mechanical, Inc. or to leave his/her outside employment.

All management and supervisory personnel are expected to enforce this policy and, by example, refrain from conflicting outside employment.

## **COMMUNICATION SYSTEMS**

The following office procedures apply concerning ENI Mechanical, Inc. communications:

Company communications equipment is the sole property of ENI Mechanical, Inc.. Communications equipment and services include mail, electronic mail (e-mail), courier services, facsimiles, telephone systems, computers, computer networks, on-line services, internet connections, computer files, video equipment and tapes, tape recorders and recordings, pagers and cell phones.



On-line services may be accessed only by employees specifically authorized by ENI Mechanical, Inc.. Employees' on-line use should be limited to work related activities.

Employees should not use ENI Mechanical, Inc.'s communication services and equipment for personal use except in emergencies or when circumstances warrant it. When personal use is unavoidable, employees must properly log any user charges and reimburse ENI Mechanical, Inc. for them. ENI Mechanical, Inc. communications property or equipment may not be removed from the premises without written authorization from the employee's supervisor.

Improper use of ENI Mechanical, Inc.'s communications services and equipment includes any misuse as described in this policy as well as any harassing, offensive, demeaning, insulting, defaming, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.

### **PERSONAL MAIL AT THE WORK PLACE**

The mail system is reserved for business purposes only. Employees will not be allowed to send or receive personal mail at the workplace.

### **TWO-WAY RADIOS**

Employees must use proper procedure and appropriate language when using company two-way radios.

### **ALCOHOL**

Consumption of, possession of, or being under the influence of alcoholic beverages on company property, in the Office or in any vehicle used for company business is strictly prohibited. Any employee who violates this policy will be subject to disciplinary action including immediate termination of employment. Any employee who reports for work or who is at work is subject to blood/alcohol testing to determine the presence of alcohol in the body.

### **DRUGS**

The company has in place a substance abuse policy which incorporates the provisions of the Drug-Free Workplace Act of 1988. All employees must abide by all of the terms and conditions of this policy while employed by ENI Mechanical, Inc.. In this regard, employees are required to read the policy and sign a statement acknowledging their understanding of the policy and intent to follow the policy. Any employee who reports for work or who is at work is subject to chemical screening and/or blood/alcohol testing to determine the presence of unauthorized drugs in the body.

- The Drug-Free Workplace Policy is fully described in Section 6.
- The Drug-Free Workplace Policy is fully described in a separate handbook provided to each employee.

## **POLICY ON HARASSMENT**

Consistent with our policy of equal employment opportunity, harassment in the workplace based on a person's race, sex, religion, national origin, age, [height, weight, marital status] or disability will not be tolerated concerning employees or applicants for employment.

One aspect of our policy requiring some clarification is the prohibition of any form of sexual harassment in the workplace. The following describes the type of conduct that is prohibited as well as the complaint provisions to investigate and remedy any problems that may arise.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. No employee shall threaten or insinuate, either explicitly or implicitly, that another employee's or applicant's refusal to submit to sexual advances will adversely affect that person's employment, work status evaluation, wages, advancement, assigned duties, or any other condition of employment or career development. Similarly, no employee shall promise, imply or grant any preferential treatment in connection with another employee or applicant engaging in sexual conduct.

Sexual harassment also includes unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the workplace, sexually explicit or offensive jokes, or physical assault.

Any employee who feels that he/she is a victim of sexual harassment, including but not limited to, any of the conduct listed previously, by any supervisor, management official, other employee, customer, client or any other person in connection with employment at ENI Mechanical, Inc. should bring the matter to the immediate attention of Andrew Leonard or Rob Macaulay.

If that would prove to be uncomfortable, an employee may directly contact any other member of management. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and appropriate corrective action taken if warranted.

After an investigation, any employee determined to have engaged in sexual harassment in violation of this policy will be subject to appropriate disciplinary action up to and including termination of employment.

## Section 6

### Conflict of Interest

Employees shall avoid outside employment, activities, investments, and other interests that involve obligations which may compete with or be in conflict with the interests of the company. A conflict of interest can arise in dealings with anyone that ENI Mechanical, Inc. transacts business; i.e., customers, clients, owners, buyers, suppliers, banks, insurance companies, and people in other organizations with whom we contact and make agreements.

Conflicts of interest should be avoided and may include the following examples:

- Working for any group mentioned above for personal gain.
- Engaging in a part-time activity for profit or gain in any field in which the company is engaged.
- Borrowing from, or lending money to, individuals representing organizations with whom business dealings are conducted.

#### **PERSONAL CONDUCT**

The company expects that all of its employees will conduct themselves with the pride and respect associated with their positions, fellow employees, customers and the company. Employees should always use good judgment and discretion in carrying out the company's business. The highest standards of ethical conduct should always be used by employees of ENI Mechanical, Inc..

Improper conduct by and between employees and/or by and between employees and business associates on the company's premises or adversely affecting company work will not be tolerated. Any employee demonstrating improper conduct will be subject to disciplinary action including termination of employment.

#### **CONFIDENTIALITY**

ENI Mechanical, Inc. is engaged in a business which requires that a strict code of confidentiality of information be maintained. No employee will store information outside of the company (either in written or electronic form) about any matter pertaining to the conduct of the company's business which may compromise a customer or the company to outsiders. Any employee who compromises information may be subject to termination of employment.

#### **BRIBES, KICK-BACKS AND OTHER ILLEGAL PAYMENTS**

Bribes, kick-backs and other illegal payments to or from any individual with whom we conduct business (in any form and for any purpose) are prohibited.

Certain types of rebates to the company from suppliers (but not to or from an individual employee) are legitimate to correct commercial inequity if done within government trade regulations.

## **ACCEPTING GIFTS**

Normally a gift to an individual from an outside source is considered the property of the company unless management makes an exception. It is the policy of ENI Mechanical, Inc. that no employee shall receive any gift, excessive or unusual entertainment, loan, or other favor from any outside source (including customers and suppliers) without approval from management. Any employee who fails to abide by this policy will be subject to disciplinary action including immediate termination of employment.

## Section 7

### Rules to Help Us All

It is the policy of ENI Mechanical, Inc. to expect all employees to abide by certain work rules of general conduct and performance at all times. The regulations governing employee conduct and responsibilities have been established in the best interest of the company, its employees, and its customers.

Accordingly, a violation of these regulations constitutes misconduct on the part of the employee and appropriate disciplinary action will be initiated. These rules are guidelines only and are not all inclusive. Disciplinary action may include, but is not limited to, verbal reprimand, written notice, suspension from work without pay, and immediate termination of employment. Management reserves the right to terminate or discipline any employee as the company, in its discretion, considers necessary in individual circumstances.

In the event an employee is suspended from work for disciplinary reasons, benefits will not accrue nor will benefits be recoverable during the suspension period.

#### **EXAMPLES OF MISCONDUCT**

**The following are only examples of misconduct for which an employee may be subject to discipline and these examples do not constitute a complete list of the circumstances for which discipline will be warranted.**

- Falsification of any records or reports pertaining to absence from work, claims pertaining to injuries occurring on company premises, claims for any benefits provided by the company, communications or records including personnel and production records.
- Disclosing confidential information to outsiders.
- Gambling or fighting on job sites or company property.
- Unethical conduct or serious conflicts of interest.
- Concealing defective work.
- Stealing the company's property, a customer's property or the property of any employee; hiding, concealing or misappropriation of company property or the property of other employees or customers; sabotage or willful damage to company property, or the property of other employees or customers.
- Unauthorized use or sale of any company-owned property, salvage material or equipment.
- Reporting to work under the influence of alcohol or illegal drugs; possession, sale or use of marijuana or illegal drugs or chemicals or consumption of alcohol while working on job sites, in the Office or in company vehicles.
- Gross negligence or willful acts in the performance of duties resulting in damage to company property or injury to others.
- Gross insubordination - a willful and deliberate refusal to follow reasonable orders by a member of management.

- Willfully misusing company property.
- Violation of the company's equal opportunity or sexual harassment policies.
- Serious safety violation resulting in injury.
- Not following a reasonable order or failure to perform work assigned or to comply with work and safety rules.
- Violation of company policies.
- Misuse of company equipment.
- Gaining unauthorized access to company records.
- Speeding or reckless driving or unauthorized use of company vehicle.
- Use of threatening, profane or abusive language.
- Demonstration of lack of courtesy towards other employees, customers or vendors.
- Not completing assignment up to the quality required by the company.
- Failure to report personal injury resulting from an on-the-job work situation.

## Section 8 Safety

ENI Mechanical, Inc. is committed to the safety of its employees and its property and equipment. To this end, we will utilize a safety program in our daily activities. It is necessary that the company establish safety rules and regulations to be observed by all employees at all times.

Any employee who disregards any company safety rule and/or regulation is subject to disciplinary action including termination of employment.

With regard to these rules, the following will be considered standard procedure for all employees:

- Should a safety regulation be modified so that an employee's safety is something less than it should be, the employee should inform Andrew Leonard or Rob Macaulay.
- All questions concerning the reason for doing something in a certain manner may be asked of any member of management at any time.
- Employees' decisions should always be guided by the company's commitment to safety.
- Should a hazardous situation or condition exist and a decision has to be made on safety or production, safety concerns should always take precedence over production.

It is management's responsibility to see that every employee at ENI Mechanical, Inc. is provided with safe working conditions, all safety regulations are observed and employees use good common sense to protect themselves as well as others. Management will periodically inspect working conditions and may suspend all work activity until an unsafe condition is corrected.

The most important part of safety is YOU. It is your responsibility to abide by the safety rules - these rules are made for your protection. Report any personal injury IMMEDIATELY, however minor. Report all dangerous conditions and practices to Andrew Leonard or Rob Macaulay.

### **SAFETY RULES**

**The following is not a complete list of safety rules and these rules are not intended as a substitute for common sense and good judgment.**

- Hard hats will be worn on the job when working under heavy objects which may be dropped or fall accidentally.
- Hard-toed shoes will be worn when working on jobs where heavy objects may fall.
- First aid kits are provided on each job. It is the responsibility of Project Foremen to see that the kits are on the job and remain well stocked.
- All gasoline shall be stored in approved safety cans. Never use gasoline for cleaning.
- Know where the fire extinguishers are located and know how to use them.

- Extension cords used with portable electric tools and appliances shall of the three-wire type. Defective cords shall be replaced on the day which they become defective.
- All ditches 5' deep must be shored or slanted to the angle of repose. Dirt and materials must be at least 3' back from the ditch.
- Defective materials or tools must be turned in to the office and not remain on the job.
- Read all Material Safety Data sheets supplied with hazardous materials and abide by the instructions. Direct any questions to the .
- Employees should check with Andrew Leonard or Rob Macaulay regarding any potentially hazardous material.
- Keep oxygen and gas cylinders in an upright position and secured. Caps should be kept on tanks not in use. Keep tanks free from oil and grease.
- Safety goggles or glasses and hearing protection will be provided by the company when necessary. These protective devices will be used when breaking out concrete or asphalt, grinding, using a cutting torch, welding, sanding, using chisels, chipping slag, breaking rock, handling hazardous materials and operating loud power tools and machinery.
- Wear clothes suited for the job. This means hard-soled work shoes, shirts and long pants. Remove all jewelry before reporting to the job.
- Practice good housekeeping. Keep work area neat, clean and free from stumbling hazards, grease, etc.
- Learn to lift the correct way. Bend knees, keep back erect, get help for heavy loads.
- No scuffling or horseplay on the job.
- Do not run. Keep firm footing and proper balance at all times.
- Keep materials out of walkways. Bend down and remove protruding nails.
- Do not throw anything from a height before checking to make sure that no one is below.
- Keep guards and protective devices in place at all times. When guards are removed for repairs, replace in proper order before starting up.
- Use tools only for their intended purposes. Do no use broken or dangerously dull tools.
- Do not attempt to operate special machinery or equipment without permission and instructions.
- Do not repair or adjust machinery while it is in operation. Never oil moving parts except on equipment fitted with safeguards for this purpose.
- Never work under vehicles that are supported by jacks or chain hoists without protective blocking in case of hoist or jack failures.
- Do not disconnect air hoses and compressors until hose line has been bled.
- Field personnel are required to attend all scheduled tool box meetings. Employees must sign their name acknowledging participation at the meeting.



- Special customer requirements for safety, including the government's, may apply to projects on which the company is working. Employees will be advised of these situations and expected to follow these policies and procedures.

## **HAZARDOUS WASTES**

The Environmental Protection Agency has grouped certain chemicals and chemical groups into categories which have been defined as toxic. This means that in concentrated forms or by accumulating and combining with other chemicals (even the air) these chemicals can be hazardous to human health if exposure occurs.

From time to time in the normal course of their jobs, employees may handle materials which have been classified as hazardous by the standards of the Occupational Safety and Health Act (OSHA) regulations.

Hazardous materials that are received from our suppliers should have Material Safety Data Sheets (MSDS) or labels which state the chemical ingredients of the contents, precautions to take, and what to do if exposure occurs.

Employees will be instructed on how to control hazardous wastes and what to do if they are exposed to hazardous wastes.

If any employee suspects that the materials or wastes he/she may encounter as an employee are hazardous (whether or not they are being created or used by the company), he/she should inform Andrew Leonard or Rob Macaulay immediately.

As a company, we are committed to not creating or disposing of hazardous wastes which will contaminate the environment. Whenever possible, we will choose materials which have been judged as non-hazardous and will properly dispose of hazardous materials if used. Also, we will not knowingly dump any wastes into the environment at any time.

## **REPORTING INJURIES AND ACCIDENTS**

When any accident, injury, or illness occurs while an employee is at work, it must be reported to Andrew Leonard or Rob Macaulay as soon as possible regardless of the nature or severity.

The company will provide the proper forms for reporting job-related accidents, injuries and illnesses. Any employee failing to report such occurrences will be subject to disciplinary action.

In the event of a vehicular accident involving a company-owned/leased vehicle or while on company business, the employee must report all information immediately to Andrew Leonard or Rob Macaulay and/or the Office. In no instance should responsibility for an accident be expressed to anyone until the proper person in the company has been notified and permission has been obtained to make statements.

## Section 9

# Transportation and Travel Expenses

### **COMPANY-OWNED/LEASED VEHICLES**

All travel in company vehicles on other than company business must be authorized in advance by Andrew Leonard or Rob Macaulay. This includes vehicles that may be leased by the company as well as those vehicles that are owned by the company.

The following are specific policies related to company-owned/leased vehicles:

- Company-owned/leased vehicles will be driven only as needed for jobs during working hours.
- Company-owned/leased vehicles will be driven only for transportation to and from destinations as specified.
- Company-owned/leased vehicles will not be driven for private use unless specific arrangements have been made in advance.
- Only the driver assigned to the vehicle is authorized to sign for gasoline, oil, etc.
- All charge receipts must include the name and address of the vendor, the date of purchase, the number of gallons purchased, the amount paid, and the job number
- Alcoholic beverages or illegal drugs or chemicals will not be allowed in a company vehicle at any time.
- No driver who has been drinking alcoholic beverages or is under the influence of drugs or chemicals will be allowed to drive a company-owned/leased vehicle.
- No one, other than an authorized company employee, is permitted to operate or ride in a company-owned/leased vehicle.
- Vehicles must be kept clean (interior and exterior) at all times and thoroughly washed on a regular basis.
- Vehicles must be properly maintained according to the manufacturer's schedule.
- Any employee who misuses a company-owned/leased vehicle will be subject to dismissal.
- Any damage to a company-owned/leased vehicle caused by employee carelessness or misjudgment is the responsibility of the employee. This includes insurance deductibles.

### **PERSONAL VEHICLES**

Employees may use their personal vehicles on official company business. Minimum insurance requirements as specified by the company's insurance carrier must be in effect at the time the employee's personal vehicle is used and the employee may be required to provide the appropriate proof of insurance.

## **TRAVEL EXPENSES**

The company will reimburse an employee for some expenses incurred when he/she is on assignment away from the normal work location. The company will reimburse the employee for the cost of travel, lodging, meals, or other expenses directly related to accomplishing the assignment. Employees are expected to limit expenses to reasonable amounts.

All business travel must be approved in advance by Andrew Leonard or Rob Macaulay.

Travel and/or business expenses submitted for reimbursement must be accompanied by receipts showing name(s), date(s), business discussed, amount(s), job #'s and the account to be charged.

Questions concerning the proper procedure for making travel arrangements or reservations, the types and amounts of expenses that will be reimbursed, personal travel and traveling with companions, use of credit cards, or the completion of expense reports should be directed to Andrew Leonard or Rob Macaulay.

## **EXPENSE RECORDS**

All expense records (including gasoline credit card receipts) must be turned in weekly. An Expense Report form must be properly completed and submitted. Documentation for all expenses is required. Any item that is not accompanied by a receipt will not be approved.

## **TRAVEL ADVANCES**

An advance to cover reasonable anticipated expenses for [out-of-state] travel may be provided to an employee after travel has been approved. The employee should submit a written request to Andrew Leonard or Rob Macaulay when an advance is necessary.

## Section 10

# Employee Concerns

ENI Mechanical, Inc. believes in open communication. If an employee has a suggestion or concern, management wants to know about it. In most cases, an employee will get satisfaction by discussing the matter with his/her supervisor. However, the company recognizes that not all complaints will be satisfactorily resolved between an employee and his/her supervisor.

For complaints which cannot be resolved informally between an employee and his/her supervisor, the following procedure has been established to ensure a fair and impartial review. All complaints will be given prompt and objective consideration in an atmosphere of mutual assistance.

Time periods specified may be extended at the discretion of the management person reviewing a particular complaint if extenuating circumstances justify a longer period.

This complaint reporting procedure does not apply directly to complaints of harassment which are more specifically discussed in Section 5 - Work Policies and Regulations.

**Step 1** The employee must present his/her complaint to their supervisor who will make a thorough inquiry into the facts and circumstances of the complaint and will make every effort to resolve the matter promptly and fairly [within 5 working days of receiving the complaint].

**Step 2** If an employee is dissatisfied with the decision of the supervisor, the employee may submit a written report to the next management level within 5 working days of receiving the decision of the supervisor.

If further review is required, the higher management level will conduct the appropriate investigations and hearings and advise the employee [in writing] of the findings and of any change in the earlier decision.

Regardless of the time limits established, the filing of a complaint will not be accepted after an employee has been terminated from employment.

**Step 3** At any time within 5 working days following receipt of the decision reached in Step 2 or within 5 working days after the employee's termination date, the employee may submit a written request for further review of his/her complaint to the President of ENI Mechanical, Inc. The personnel actions taken previously will be reviewed and a final decision will be made.

**ENI Mechanical, Inc.**  
**Acknowledgment of [Receipt and] Understanding**  
**Read and Sign Immediately**

**I understand and/or agree that:**

- The statements contained in the Information Handbook for Employees of ENI Mechanical, Inc. are intended to serve as general information concerning ENI Mechanical, Inc. and its existing policies, procedures, practices of employment and employee benefits.
- Nothing contained in the Information Handbook for Employees of ENI Mechanical, Inc. is intended to create (nor shall be construed as creating) a contract of employment (express or implied) or guarantee employment for a definite or indefinite term.
- From time to time ENI Mechanical, Inc. may need to clarify, amend and/or supplement the information contained in the Information Handbook for Employees of ENI Mechanical, Inc. and that the company will inform me when changes occur.
- I have reviewed a copy of the Information Handbook for Employees of ENI Mechanical, Inc., have read and understand the information outlined in the handbook, have asked any questions I may have concerning its contents and will comply with all policies and procedures to the best of my ability.

Employee's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Location \_\_\_\_\_

Authorized  
Witness \_\_\_\_\_