



SAMM'S
HEATING AND AIR CONDITIONING

Employee Handbook

Updated: March 2021

EMPLOYEE HANDBOOK CONTENTS

Content Category	Chapters
1. Company Policies	<ul style="list-style-type: none">A. Mission and PhilosophyB. Commitment to TrainingC. Commitment to Promotion from WithinD. EEO StatementE. Policy Prohibiting Sexual HarassmentF. Work HoursG. Tardy & Absence PolicyH. Side Jobbing PolicyI. No Compete ClauseJ. Care of Company Owned & Leased EquipmentK. Uniform PolicyL. Grievance ProcedureM. Dismissals (Length of Notice, Severance or Vacation Pay)N. Disciplinary ProceduresO. Employee ResponsibilitiesP. Sales CommissionQ. Personal PropertyR. ResignationS. SuggestionsT. Personal RecordsU. Mathematical Errors & Loss of ChecksV. Amendments
2. Non-Wage Financial Benefits/Policies	<ul style="list-style-type: none">A. Workers' CompensationB. UnemploymentC. Promotions/Salary IncreasesD. Retirement (Pension, Profit Sharing, etc.)E. Employee Tool Account
3. Health Benefits/Policies	<ul style="list-style-type: none">A. MedicalB. DentalC. DisabilityD. Life
4. Time-Off Benefits/Policies	<ul style="list-style-type: none">A. VacationB. Paid HolidaysC. Maternity Leave (or other unpaid leave)D. Sick LeaveE. FuneralsF. Jury DutyG. Breaks

Introduction

The policies contained in this personnel manual are intended to help our employees understand the working conditions and benefits currently provided. The personnel practices and policies contained herein do not in any way constitute and should not be construed as a contract of employment or as a promise of employment. Employees are always employees-at-will. You may leave at any time and the company may ask you to leave at any time, with or without a reason for leaving. **Samm's Heating and Air Conditioning** reserves the right to interpret, delete, add to or change any of the policies in this personnel manual at any time with or without notice.

THE FOLLOWING ARE TYPICAL DUTIES AND OBLIGATIONS THAT EMPLOYEES WILL BE EXPECTED TO PROVIDE:

1. "SERVICE WITH A SMILE," BASED ON THE PHILOSOPHY THAT "THE CUSTOMER IS ALWAYS RIGHT." REPORT ANY DISAGREEMENTS TO THE OFFICE.
2. CLEANLINESS – FOOT COVERS, CLEAN JOB, CLEAN SHOES, CLEAN HANDS, CLEAN UNIFORM.
3. QUALITY WORKMANSHIP, IN COMPLIANCE WITH THE BUILDING CODES AND REFLECTING PROFESSIONAL PRIDE.
4. REPORT "CALL BACK" PROBLEMS, REASONS, SOLUTIONS, AND LIABILITY.
5. TIME CONTROL – ACCURATE TIME SLIPS AND CHARGES.
6. COST-CONSCIOUS EVALUATIONS AND DECISIONS. (REPAIR OR REPLACE?)
7. COORDINATE ROUTES AND SCHEDULING WITH THE DISPATCHER.
8. COORDINATE BILLING AND COLLECTIONS WITH THE ACCOUNTING DEPARTMENT.
9. DOCUMENT MATERIALS AND TOOLS IN AND OUT OF THE SHOP.
10. ALWAYS CALL FOR ASSISTANCE IF YOU CANNOT COMPLETE A JOB OR CALL ON SCHEDULE.
11. MAINTAIN CLEAN, ORGANIZED TRUCK WITH PROPER STOCK, MATERIALS, TOOLS, AND EQUIPMENT.
12. MAINTAIN TRUCK APPEARANCE, OIL CHANGES AND ANY OTHER MAINTENANCE THAT NEEDS TO BE DONE (LET DISPATCHER OR SUPERVISOR KNOW ABOUT MAJOR REPAIRS).
13. PROPERLY MAINTAINED TOOLS – CLEAN, OILED, SHARPENED, AND SAFE.
14. FOLLOW COMPANY RULES PERTAINING TO OVERTIME, LUNCH AND COFFEE STOPS, MOONLIGHTING, TRUCK USE, MATERIAL PURCHASES, ETC.
15. ADHERE TO COMPANY CHAIN OF COMMAND. (DISCUSS GRIEVANCES WITH APPROPRIATE SUPERVISOR FIRST, THEN THE PRESIDENT, WRITTEN NOTICE OF THE GRIEVANCE MUST BE SUBMITTED PRIOR TO MEETING WITH THE PRESIDENT).
16. SHARE IDEAS – JOB PROBLEMS, REMEDIES, PRECAUTIONS, ETC. – WITH APPROPRIATE SUPERVISORS.
17. PARTICIPATE IN COMPANY EDUCATION AND TRAINING PROGRAMS.
18. KEEP UP WITH NEW IDEAS, TOOLS, MATERIALS, ETC.

1.

COMPANY POLICIES

- A. Mission and Philosophy
- B. Commitment to Training
- C. Commitment to Promotion from Within
- D. EEO Statement
- E. Policy Prohibiting Sexual Harassment
- F. Work Hours
- G. Tardy & Absence Policy
- H. Side Jobbing Policy
- I. No Compete Clause
- J. Care of Company Owned & Leased Equipment
- K. Uniform Policy
- L. Grievance Procedure
- M. Dismissals (Length of Notice, Severance or Vacation Pay)
- N. Disciplinary Procedures
- O. Employee Responsibilities
- P. Sales Commission
- Q. Personal Property
- R. Resignation
- S. Suggestions
- T. Personal Records
- U. Mathematical Errors & Loss of Checks
- V. Amendments

1A.

Samm's Mission Statement

Our vision is to be the leader in the markets we have chosen to service as measured by:

- The satisfaction which our Customers have in the quality work and integrity by our employees.
- A Family environment for our employees.
- Maintaining our five fundamental principles of honesty, superior customer service, professionalism, punctuality, and cleanliness.
- The enthusiasm and dedication of our employees because of the openness of our communications, the fairness of our dealings with one another.
- The mutually beneficial and long-term business relationship with our Suppliers.
- Our involvement in making the Community a better place in which to live and to work.
- The prompt payment of all debts which we incur.
- The excellence of our financial performance, which will make it possible to accomplish the other items for all employed.
- To develop THE BEST HVAC Company in North Texas for our customers and employees.

Philosophy

To Our Valued Loyal Employee

Your entrance into the employment of **Samm's Heating and Air Conditioning** is truly appreciated because you have brought skills or knowledge of certain subjects which will be blended with those of persons already in the employment of one of the leading heating and air conditioning contracting firms operating in this area. Yes, your skills will be productively utilized to the fullest extent possible because our organization has been built around teamwork and loyalty, from bottom to top.

Samm's Heating and Air Conditioning asks you to put forth an HONEST DAY'S WORK FOR AN HONEST DAY'S PAY. The work in our operation is varied and interesting, as no two jobs are exactly alike. Our valued employees take pride in their work; and this pride of workmanship has resulted in the enhancement of this company's reputation in being able to perform above and beyond the competition. It has resulted in repeat business and referrals from our satisfied customers.

1B.

Samm's Commitment To Training

We have made a definite commitment to training and education programs for everyone. If there is a special program you are interested in, ask about it. We will try to make as many courses available as possible. Training courses are not mandatory and are not a precondition for wage increase. Any courses you attend after hours or on weekends will not result in a wage increase.

Manufacturers/Wholesalers

We will send as many employees as practical to these classes.

Group Training

Group training will be available several times throughout the year.

These programs will be a combination of outside presenters and our own staff. Subjects to be covered will be important – safety, new products, new systems, and technical information, etc.

Samm's Heating and Air Conditioning will pay for all training we feel beneficial for you and for the company.

In agreement for paying for training, employee must sign a promissory note in which 1/3 of the amount will be forgiven for every 12 months of employment. See Example of Promissory Note On Next Page.

Promissory Note

To Be Used for Each Payment Advanced by **Samm's Heating and Air Conditioning**

\$ _____

Date: _____, 20__

FOR Value Received, the undersigned promises ON DEMAND to pay to the order of **Samm's Heating and Air Conditioning**, hereinafter referred to as (Payee) the principal sum of _____ Dollars (\$ _____) U.S. with interest after the date of demand at the rate of ten percent (10%) per annum.

Notwithstanding the foregoing, the amount of indebtedness due hereunder shall be subject to an earned discount of thirty-three and one-third percent (33 1/3%) for each full twelve (12) month period the undersigned worked as a full-time employee of Payee following the date of this Note. There shall be no earned discount for any partial twelve (12) month employment period.

All payments received shall be applied first to accrued and unpaid interest and the remainder, if any, to principal. Maker may prepay this Note in whole or in part at any time without penalty. If this Note is placed in the hands of an attorney for collection, Maker agrees to pay all costs of collection or enforcement including but not limited to reasonable attorney's fees, court costs and expenses. It is agreed that presentment, protest and dishonor are waived by maker.

This Note has been executed and delivered in and shall be governed under the laws of the State of Texas. This Note is payable at: _____, **Texas**, or at such other address as the Payee may from time to time designate in writing.

Maker:

1C.

Commitment To Promotion From Within

If you master your job, show leadership qualities and demonstrate your ability to handle more difficult assignments, you will be considered for promotion as openings become available within the Company.

It is **Samm's Heating and Air Conditionings** desire and practice to advance employees whenever possible and, when practicable, to make promotions from within the organization. Sometimes, of course, when special training or experience is required; it is necessary to fill positions from outside the Company.

Job openings are brought to your attention to ensure that, if interested; you may apply and receive fair consideration for the position. All jobs will be posted a minimum of one week prior to filling them. Employees on layoff will also be notified of the job openings.

However, an employee who has transferred or been promoted to a new position cannot apply for another open position until he has served six months in his new position.

1D.

Equal Opportunity Employment

Samm's Heating and Air Conditioning will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Company will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Company agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of the Equal Opportunity Clause.

The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Company will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and the rules, regulations and relevant orders of the Secretary of Labor.

The Company will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules and regulations of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

1E.

Policy Prohibiting Sexual Harassment

Sexual harassment potentially undermines the full and free participation of all Employees of **Samm's Heating and Air Conditioning** by negatively impacting on an individual's employment conditions or performance or by creating an intimidating, hostile or offensive working environment.

Samm's does not condone or tolerate sexual harassment of any kind. Indeed, the Company regards sexual harassment as unacceptable behavior that is subject to a wide range of disciplinary measures, including dismissal from the Company.

1F.

Work Hours

The normal work schedule for all Administrative employees is eight hours a day, five days a week.

The normal work schedule for all Technicians and Salesman are on an "As Required" basis; number of hours a day will be determined by work volume, normally five days a week.

Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Scheduled Overtime – It is the policy of **Samm's Heating and Air Conditioning** to avoid overtime as much as possible. The Supervisor can schedule working hours on any day and overtime will not accrue until after employee has worked in excess of 40 hours in a week. When overtime work is performed by hourly employees, at a Supervisor's request, payment will be based on time and one-half (1 ½) times regular hourly rate. Normal overtime rate will begin to accrue when the technician arrives on the job.

Emergency Overtime – The on call service tech or back up tech will be paid double time after 40 hours worked.

Work Week – At the discretion of the company the workweek may include one day off during the week and a Saturday worked.

Pay Period – Will be one week commencing Monday through Sunday of the following week. Standard work week will consist of 40 hours.

Bonus, Spiffs, Rewards (Review Buzz) - Shall be paid: Upon determination of profitability of the company and job up to final day of employment. All claims, Review Buzz reward redemption after final employment date are forfeited.

Time Sheets – Time sheets are provided for each employee and are that person's responsibility for proper daily entries of hours and jobs worked. Accuracy of daily and weekly hour/job information will be reflected in paycheck amount as well as job cost record keeping. **ALL TIME SHEETS SHALL BE TURNED IN BY THE FOLLOWING MONDAY 8 am.** This is very important, as the accounting department will not be able to process payroll on time. Your payroll check may be delayed if your time sheet is not ready weekly.

Travel Time – Each field employee will report to his respective job at time designated by Supervisor. On certain jobs, travel time will be included with the normal eight (8) hour work period. Before and after designated work hours, no travel time will be paid.

Emergency Service Calls – Driving time to be paid to the job and time worked at the overtime rate. Driving time back home will not be charged to the company.

On Call technician – Shall be paid:
\$100/week for inconvenience of being available for emergency calls.
\$75/week for back-up on call
\$175/if on call during a week of a paid holiday
Bonus, Spiff, Rewards

1G.

Tardy & Absence Policy

To maintain a safe and productive work environment, we expect employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the company as a whole. In the rare instances when employees cannot avoid being late to work, or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

1H.

Side Jobbing Policy

Employees may hold outside jobs as long as they meet the performance standards of their job. All employees will be judged by the same performance standards and will be subject to scheduling demands, regardless of any existing outside work requirements.

If we determine that the outside work of an employee interferes with performance or the ability to meet our requirements (as they are modified from time to time), the employee may be asked to terminate the outside employment if he or she wishes to remain with us.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside our company for materials produced or services rendered while performing their jobs on our behalf.

Under no circumstances shall an Employee use our vehicles, material or equipment, after hours or during work hours to do personal extra work in the Air Conditioning, Refrigeration, Heating or Ventilation Industry or any other Industry. This type of work is normally called **“MOONLIGHTING.”** Any Employee found to be **“MOONLIGHTING”** will be terminated immediately.

Personal Purchases –

Material: You may purchase materials for your own use at home or that of a close relative (father, mother, sister, brother, etc.). Materials for personal use may be purchased from the company inventory or may be purchased from a wholesale establishment with prior approval from your direct supervisor. All sales will be direct company cost plus a handling charge of 10%. Purchases at wholesale establishments will be billed from the office. Payroll deductions will be made for such materials purchased.

Account Settlement – In the event an employee owes the company, a regular deduction will be made from each paycheck until the account is paid. At no time will personal purchases exceed one week's net pay. If you leave the company, any money owed to the company will be deducted from the last paycheck.

11.

No Compete Clause

EMPLOYEE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ by and between **Samm's Heating and Air Conditioning**. ("Employer"), and _____ ("Employee").

WHEREAS, Employer is engaged in the business of selling, installing and servicing residential, and commercial air conditioning and heating systems, and said employment is of confidential nature involving duties which require Employer to repose in Employee trust and confidence; and:

NOW, THEREFORE, in consideration of Employee's employment, compensation, benefits and other good and valuable consideration received currently and in the future by Employee, Employee agrees as follows:

1. **NON-DISCLOSURE**

Employee will not at any time, either during his/her employment or after said employment is terminated, (regardless of the reason for termination) either divulge, disclose, or communicate to any person, firm, corporation or other entity, or use for his/her benefit, any information of any kind, nature or description concerning any matters affecting or relating to the business of Employer, including without limiting to the generality of the foregoing:

- The names or identities of any employer's previous and/or current customers, suppliers or sources.
- The prices employer obtains or has obtained or at which it sells or has sold products or at which it buys or has bought materials, components or other suppliers
- The names or identities of any employer's previous and/or current employees.

Employer and Employee stipulate that the above listed subjects are important material, and confidential and constitute trade secrets, and affect the effective and successful conduct of the business of Employer, as well as its goodwill. All materials reflecting any such confidential information of Employer in any way coming into the possession of Employee shall be and remain sole property of Employer, and upon termination of Employee's employment or upon request of Employer during the course thereof. Employee shall promptly deliver the same to Employer without retaining any copies, notes or excerpts.

Initials

2. NON-INTERFERENCE WITH CUSTOMERS

For the period of three years after termination of employment, Employees shall not directly or indirectly solicit service or work for those customers of the Employer which employee has dealt with, contacted performed services for, or sold to during the term of his employment with the Employer or with whom Employee has through other employees of the Employer sold or dealt with during the course of employment with this Employer.

In the event Employee should leave the employee of Employer whether such termination be voluntary or involuntary, he/she will not directly or indirectly engage in the business of selling any products or services then being sold by Employer either as an owner, employee, shareholder of a company or in any capacity for a period of three (3) years following the date of termination in Collin County to any then or previous customers of Employer, or to anyone whose name or identity was obtained by Employee while in the Employ of Employer.

Initials

3. NON-INTERFERENCE WITH OTHER EMPLOEES

Employee will not either during the term of his employment or for a period of three (3) years after leaving the employment of Employer (whether such termination is voluntary or involuntary), whether for Employee's benefit or on behalf of any person, employer, firm, partnership, or corporation, solicit, entice, hire, employ or endeavor to employ any of Employer's employees.

Initials

4. CUSTOMER DEFINITION

For purposes of this Agreement all references to customers of Employer shall include those customers who are either currently or have in the past done business with Employer, have not done business with any other person, company or other entity not associated with Employer with regard to goods and service sold by employer.

Initials

5. SEVERABILITY

The invalidity or unenforceability of any provision or clause of this agreement shall not affect the continued validity or enforceability of any other provision or clause hereof, and this Agreement shall be considered in all respects as if such invalid or unenforceable provision or clause were omitted. If a court of competent jurisdiction should determine that any of the geographic or durational or other provisions of this Agreement are unenforceable because of the scope of such provision, such court may in its discretion modify such provisions in a manner to render them enforceable and such provisions as modified shall be fully enforceable as though set forth herein. Any such modification shall enure to the benefit of Employer and its successors and assigns.

Initials

6. **NO MODIFICATION, AMENDMENT, OR WAIVER** of any of the provisions of this Agreement shall be effective or binding unless set forth in writing signed by the parties hereto and specifically referring to this Agreement.

Initials

7. **A WAIVER** by Employer with respect to any breach or violation of this Agreement or of any provision here of by Employee shall not be deemed as, or operate as, a waiver of any subsequent breach or violation,

IN WITNESS WHEREOF, this Agreement has been executed in **Collin County** this _____ day of _____, 20__.

Samm's Heating and Air Conditioning

By: _____

EMPLOYEE

1J.

Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance (company paid), and follow all operating instructions, safety standards and guidelines.

VEHICLES – COMPANY OWNED

Company vehicles are provided for the convenience of employees and employer alike; therefore, it behooves all drivers to treat their respective company vehicle as if it were their own. Company vehicles are to be operated by company employees only. Spouses, children or any other persons not employed by company will not be allowed to operate vehicles. Failure to follow this rule is grounds for immediate dismissal.

All drivers must have a valid driver's license.

All drivers must report immediately the following:

- Accidents, whether minor or major, report to the Office.
- When company vehicle repairs and required general maintenance are due, such as oil changes, brakes, steering, windshield wipers, lights, etc.
- Any inoperative device, such as door locks and handles, windows, etc.
- Damaged or worn tires.

Accumulated trash, blueprints, etc. will be removed or properly disposed of daily.

All drivers are required to obey traffic laws in all areas where they are driving. In no case will speed limits be exceeded! The employee will pay any fines resulting from excessive speed. Parking tickets, where legitimately incurred, will be reimbursed by **Samm's Heating and Air Conditioning**.

Keys for all company vehicles will be deposited each night on the key rack located in the shop. All vehicles will be locked while parked overnight, either in the company parking lot or in the employee's driveway. **Vehicle must be parked in employee's driveway overnight or it will not be covered by insurance.**

Company trucks will not be used for personal use at any time unless Company has granted approval.

COMPANY VEHICLES CANNOT BE USED FOR PERSONAL REASONS!

The possession of drugs and/or alcohol in Company vehicles is prohibited. If drugs or alcohol are used, or the employee is under the influence of drugs or alcohol in, or while driving Company vehicles, the Employee will be terminated.

If a Company vehicle is found at a bar at any time, it will be immediate cause for dismissal.

Texting and driving is prohibited at any time.

1K.

Uniforms

Field employees need to have Company uniforms. **Samm's Heating and Air Conditioning** will purchase uniform shirts. One jacket and one winter coat will be provided as well. Pants and shoes are to be purchased by the employees. Eligibility for new employees will be granted two weeks from first day of employment. Uniforms are to be kept properly laundered and repaired by individual employees.

Shoes will be work boot type and hard soled, to be provided by the Employee. Tennis shoes, running shoes, etc. will not be permitted for safety and insurance.

1L.

Grievance Procedure

Samm's Heating and Air Conditioning believes that a good Employee attitude is important in the performance of his job. It is the desire of the Company to settle any Employee complaints or grievances promptly. The Employee should discuss the problem with his supervisor, department head or manager immediately. We believe you will find management anxious to resolve the problem. If the Employee does not feel that the complaint or grievance has been fully resolved, he has the right to discuss it in a meeting with the President of the company. The Employee must inform the President of the grievance by written notice prior to the meeting.

1M.

Dismissal

Dismissal will be handled on a case-by-case basis. Vacation time shall be included in your final pay. You may pick up your pay after company owned materials have been returned. These materials may include uniforms, tools, and sales materials. In addition to the foregoing work rules, the departure from standard recognized behavior will also be reason for dismissal.

Reasons for immediate dismissal:

- ⇒ Dishonesty or Theft
- ⇒ Refusal to follow instructions
- ⇒ Submitting false or misleading information to gain employment
- ⇒ Failure to report to work without a legitimate excuse
- ⇒ Being under the influence or possession of alcohol or narcotics while on the job or in company owned vehicles.
- ⇒ Having a company owned vehicle at a bar.
- ⇒ False recording of time or work records
- ⇒ Stealing, destroying company or employee property
- ⇒ Repeated absence or lateness
- ⇒ Failure to report an accident
- ⇒ Divulging information about our business or our customers to any person without authorization
- ⇒ Gross inefficiency or neglect of work or responsibilities
- ⇒ Loss of valid driver's license
- ⇒ Use of telephones – occasional use of office telephones for personal use is permitted. Likewise, occasional personal calls to you will be permitted. This privilege should not be abused either as to outgoing or incoming calls. Cellular phones are to be used for **Samm's Heating and Air Conditioning** business only.
- ⇒ Intentional venting of freon
- ⇒ Sexual Harassment
- ⇒ Moonlighting
- ⇒ Disorderly conduct, horseplay, fighting, brawling, and any other altercation occurring in the shop or on the job premises
- ⇒ Malicious damage or destruction of any company or customer property
- ⇒ Making any joke, vicious, profane, or malicious statement concerning any employee, the company, or company related products and services
- ⇒ Sleeping during working hours
- ⇒ Insubordination
- ⇒ Other extenuating circumstances not covered above

1N.

Disciplinary Procedures

If you are not performing your job properly or are not abiding by company policies and procedures, disciplinary action will be taken. The exact action taken is dependent on the severity of the infraction. Disciplinary procedures normally are a verbal warning, a written warning, and dismissal.

- A. Verbal warnings are issued for the first infraction. The *verbal warning* is written. The employee and supervisor sign the form. A copy of the warning is given to the employee.
- B. A written warning is given to the employee committing the same action the verbal warning was issued for. The supervisor and employer sign the form. The employee is given a copy of the form.
- C. Dismissal occurs when the employee commits the same action that the verbal and written warnings were issued for.

If an employee refuses to sign a disciplinary action form, another manager will be brought in to witness the fact that the employee refused to sign the form. The other manager signs the form stating that the employee refused to sign the form.

10.

Employee Responsibilities

Safety – All employees are expected to work safely, wear regulation safety equipment and observe all safety rules of both our firm and those of a customer on whose premises we may be working. All required state and federal (OSHA) safety rules and regulations, pertaining to your specific job, will be observed to the fullest extent. Willful violation of safety rules, regulations and instructions will result in disciplinary action up to and including discharge.

Goggles – Goggles or safety glasses must be worn when drilling, grinding, and working with chemicals/freon or using a striking tool. Goggles are assigned to all personnel and said goggles become the responsibility of that person, the same as a tool.

Fire Extinguisher – Fire Extinguishers will be provided and within arms reach when using a torch or welder at all times.

First Aid – First aid kits are assigned to each individual and become the responsibility of that individual to keep updated.

*If goggles or first aid kit are lost, please advise the supervisor immediately in writing.

Tools – All tools are to be in safe working order, as determined by employee. Tools having a moving part must have guard in working order. Any tool having a constant pressure switch must turn off when pressure is released. Supervisors shall not issue or permit use of unsafe tools.

- Chisels must not have mushroomed heads.
- All power hand tools and cords must be double insulated or grounded.
- Do not lower tools by means of power cords.
- Fuel power tools must be turned off while being fueled.
- Valve protection caps must be in place and secured when transporting compressed gas cylinders.
- A suitable cart shall be used to keep cylinders in place when not in use.
- When work is finished or when cylinders are moved, valves must be closed.
- Cylinders shall be placed far enough away from actual work to prevent fire hazard and placed where they cannot become part of an electrical circuit.
- All hoses must be inspected for faults extension cords used with portable electric tools and appliances shall be of three-wire type.
- Temporary lights shall be equipped with guards to prevent accidental contact with bulbs, except that guards are not required when the construction of the reflector is such that bulb is deeply recessed.

- Electric cords shall be kept clear of working spaces and walkways or other locations in which they are readily exposed to damage.
- Use of ladders with broken or missing rungs or steps, broken or split side rails or other faulty or defective construction is prohibited. When ladders with such defects are discovered, they shall be immediately withdrawn from service and turned in for replacement.
- Rental tools and scaffold are to be returned **immediately** upon completion of the operation for which they had been procured.
- Compressed gas cylinders shall be returned **immediately** when empty.

Unsafe tools must be given to supervisor. It is the responsibility of all employees to maintain their own tools and those of the company in a first class working condition.

Tool List: Installers and Service Techs

Employee Furnished Tools

- Multimeter
- Digital Thermometer
- Charging Manifold with 3' hoses R-22 & R-410A
- Wrenches
 - Pipe-One 18" & 12"
 - Adjustable 8", 12" & 15"
- Channel Lock 10"
- Needlenose
- Jaw Pliers
- Open, Combination or box to 3/4"
- Socket to 7/8"
- Strippers/Crimpers
- Screw Driver Set to Include #1 & #2 Phillips
- Nut Drivers 1/4" To 7/16"
- Allen Set to 3/8"
- Snips R, L, & Straight
- Flanging Pliers
- 25' Tape Measure
- 3/8" Reversible Drill (Prefer Hammer Type)
- Drill Index to 3/8"
- Tube Cutter
- Wrecking Bar
- Hacksaw
- 3lb Hammer
- File 6" & 8"
- Center Punch
- Scratch Awl
- Refrigeration Wrench Adaptors
- Torpedo Level
- Cold Chisel
- Blower Wheel/ Blade Removal Tool

1Q. Personal Property

Samm's Heating and Air Conditioning carries no insurance for the benefit of employees for damage or loss of personal property or clothing.

1R. Resignation

If an employee wishes to terminate his/her employment, he/she should present his/her resignation to his/her supervisor at least TWO weeks in advance of the date he/she wishes to leave.

1S. Suggestions

If you have any suggestions or criticism that you believe will benefit the **Samm's Heating and Air Conditioning**, advise your supervisor. All such suggestions and or criticisms are welcome. We cannot become a better company without your input and support.

1T. Personal Records

All employees are to provide the company with up to date information. Please notify the office of changes as follows:

- Address & telephone number
- Marital status
- Addition to your family
- Person to notify in the event of an emergency.

1U. Mathematical Errors & Loss of Checks

The first time a mathematical error is made on a invoice up to \$10.00 the company will cover it. Any amount over \$10.00 or any additional errors on invoices is the employee's responsibility. If a check is lost in transit, the employee will be responsible. The employee, of course, can contact the customer at any time to make the proper arrangements to get payment.

1. V

Amendments

In the event of any changes or amendments, **Samm's Heating and Air Conditioning** will notify the employees of the change in advance.

2.

Non-Wage Financial Benefits/Policies

- A. Workers' Compensation
- B. Unemployment
- C. Promotions/Salary Increases
- D. Retirement

2A.

Workers' Compensation

Samm's Heating and Air Conditioning provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

2B.

Unemployment

State Unemployment Insurance (SUI) Federal Unemployment Insurance (FUI)

The company contributes to the State & Federal Unemployment Insurance Fund. You make no contribution. The purpose of this insurance is to protect you from a total loss of wages when you are unemployed through no fault of your own assuming you are available, able, and actively seeking other employment. Since the amount paid by the company into this fund is affected by our experience rating, all aspects of this program are carefully monitored.

Withholding Taxes – The Company must withhold from salaries and wages, federal and other taxes where applicable. At the beginning of employment, each employee must fill out the standard form showing the number of dependents. If there is a change in the number of dependents during employment, the payroll department must be notified.

Social Security – The Company is required by law to participate in the Federal Insurance Contribution Act (social security). The amount of your contribution will automatically be deducted from your salary and wages. The company is required to pay an amount equal to your deduction to your social security account.

2C -1.

Promotions

It is the policy of **Samm's Heating and Air Conditioning** to fill vacancies by upgrading present employees where possible. Employees are periodically reviewed for possibility of promotion on the same basis as for salary and wage adjustments. In considering employees for promotion, consideration is also given to the extent to which they have trained a successor for their job.

2C -2.

Salary Increases

Supervisors, Department Heads, and Managers review the salary and wages of each employee annually. All increases to be awarded will be based on regular attendance on the job, time usage, safety, self-development, quantity of work, quality of work, and self-improvement.

2D.

Retirement

401k Plan

Participation in the 401k is at no cost to you. **Samm's Heating and Air Conditioning** contributes an amount equal up to 3% Increasing match to 4% for 6% and above deposits. The plan is an 401k and may change based on current IRS laws.

E.

Employee Tool Bank Account

Tool Account

Samm's Heating and Air Conditioning will provide a tool bank account of \$625 Samm's will pay the 1st \$125. The balance (\$500) will be deducted from subsequent employee bonuses. Any tool purchases must have receipts turned in and PO's when purchased.

3.

Health Benefits/Policies

Samm's Heating and Air Conditioning provides medical insurance coverage at the discretion of the company after 60 days of employment. In most cases, insurance will be granted for fulltime employees. If an employee has family in need of coverage, this will be the responsibility of the employee and company –Company Pays 80% Employee and 20% Spouse /Family. In case of termination, layoff or disability, the employee shall become responsible for the total cost of the employee's medical insurance.

- A. Medical
- B. Dental
- C. Vision

3A.

Medical

Cost: Company pays 80 % Employee 20% Family/Spouse

A 60 Day waiting period for all new employees must be observed before medical insurance will be offered.

For the benefit of the company and employee, we may shop insurance for better rates.

3B.

Dental

Cost: Company pays 80% for employee 20% Family/Spouse (Currently Samm's Pays 100% Policy)

Coverage by Carrington Dental through Security Life

Office Visit Preventive Covered Full

Services

X-Rays Preventive Covered Full

Services

Teeth Cleaning Covered Full

Topical Fluoride Covered Full Until
age 16

A 90 Day waiting period for all new employees must be observed before medical insurance will become effective.

For the benefit of the company and employee, we may shop insurance for better rates.

3C.

Vision

Cost: Company pays 80% for employee 20% Family/Spouse (Currently Samm's Pays 100% Policy)

Coverage by Eye Med Vision through Security Life

Exams Co-Pay \$10

Exam (Out Network) \$25

Max Allowance

Frames (Out Network) \$40

Max Allowance

Frames (In Network) \$100

Contacts (In Network) \$100

4.

Time Off Benefits/Policies

- A. Vacation
- B. Paid Holidays
- D. Sick Leave
- E. Funerals
- F. Jury Duty
- G. Breaks

4A.

Vacation

Our vacation plan is designed to provide you with the opportunity to rest and get away from the everyday routine. Your entitlement:

<u>Length of Service Completed</u>	<u>Vacation Time Earned</u>
1 st Year	5 Working Days
2-4 Years	10 Working Days
5-15 Years	15 Working Days
16 Years or More	20 Working Days

Vacations must be taken during the 12 months immediately following your anniversary date and must be scheduled in advance with your supervisor. A check may be taken in lieu of the vacation. In order to satisfy your preferences as well as meet the staffing needs of the department, discuss your vacation plans well in advance with your supervisor and complete a Request for Vacation form as required.

No vacation will be granted during the months of June, July, or August. Proper paperwork shall be submitted 2 weeks before any requested time off subject to approval.

Vacations may not be accumulated from year to year and no pay-in-lieu of vacation time will be authorized except upon termination.

Vacation pay will be paid upon dismissal or quitting if you return all of Samm's Heating and Air Conditionings materials and are in good standing with the company.

4B.

Holidays

Samm's Heating and Air Conditioning will grant holiday time off to all employees on the holidays listed below:

NEW YEAR'S DAY (January 1)
MEMORIAL DAY (Last Monday in May)
INDEPENDENCE DAY (July 4)
LABOR DAY (First Monday in September)
THANKSGIVING DAY (Fourth Thursday in November)
CHRISTMAS DAY (December 25)

Samm's Heating and Air Conditioning will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the straight-time pay rate of the hourly employee (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

FULL TIME EMPLOYEES

If a recognized holiday falls during a paid absence of an eligible employee (e.g., vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Introductory Employees do not get paid holidays until 90 day probation period is observed.

4C.

Maternity Leave of Absence

Maternity leave of absence: a mother can use 12 weeks of FMLA leave for the birth of a child, for prenatal care and incapacity related to pregnancy, and for her own serious health condition following the birth of a child. A father can use FMLA leave for the birth of a child and to care for his spouse who is incapacitated (due to pregnancy or child birth).

4D.

Sick Leave Benefits

Absence Due To Illness

Any employee may be excused from work due to illness. If the employee cannot come to work in the morning, it is required that he or his relative phone in at least 30 minutes prior to his normal reporting time and speak to the employee's supervisor or another manager. There will be no sick leave pay. Absence without cause will not be tolerated. Late call-ins will not be tolerated.

1. **First Offense – Warning**
2. **Second Offense – Day Off Without Pay**
3. **Third Offense – Dismissal**

If an employee does not contact the Company for three consecutive days, he is considered terminated. Employees returning from a leave of absence or absence because of sickness, injury or other reason may be required to undergo a physical examination and receive approval of the a company approved doctor before being permitted to return to work.

When a child of an employee is sick and the employee needs to stay home, he or she may take time off without pay or use vacation.

*If this privilege is abused, the Company has the right to change the policy based on a case by case situation.

4E.

Funerals and Other Absences

In the unfortunate event of death in your immediate family, you may have 3 days off with pay to handle family affairs and attend the funeral. "Immediate family" is defined as: father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents and grandchildren. Additional leave may be taken without pay.

Employees who are inducted or volunteer for the Armed Forces or the National Guard will be granted a leave of absence in accordance with the specific federal laws governing such actions and subsequent reemployment (in the event of an annual military service). Absence for military training requirements will be granted upon appropriate request, in writing, from the specific military commander of the unit to which the employee may be attached. Time spent on such leave of absence will be without pay, but will not count as vacation time. Periods occurring during a holiday will not be additionally compensated.

Any requested personal time off must be requested 2 weeks in advance for approval.

4F.

Jury Duty

Samm's Heating and Air Conditioning will grant an unpaid leave to any employee requested to serve on a jury.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either the Company or the employee may request an excuse from jury duty if, in our judgement, the absence of the employee would create serious operational difficulties.

The Company will continue to provide health insurance benefits during the period of jury duty.

4. G

Breaks

Short breaks are allowed, both in the field and shop, during the workday; **not to be taken at eating establishments**. Length of break will not exceed 10 minutes and will be taken once in the morning and once during the afternoon. Starting a work day with a break will result in disciplinary action and will to be tolerated.

Your supervisor will determine exactly what time the break period will commence.

Samm's Heating and Air Conditioning recommends that lunch breaks of 30 minutes be taken.

I have read the personnel policy manual dated _____ and I agree to abide by the policies described in it

Name

Date

Witness

Date

Supervisor

Date