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# EMPLOYEE MANUAL

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# Commercial Solar Solutions, LLC Employee Manual (CSS Solar)

We are a first-rate company made up of great people doing exceptional things. Each day we earn the privilege of being a part of something bigger than ourselves. We set high expectations for ourselves as individuals and as a company. We must always strive to work safely, think smarter and perform better.

We are excited to have you join CSS. We look forward to your contributions and are confident that you will find being a part of our team an enjoyable and rewarding experience.

**Righteous** – Do the right thing, always, without exception.

**Integrity** – Act with integrity and expect the same in others.

**Success** – Massive goals + massive action = massive success.

**Excellence** – Always strive for excellence.

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## PURPOSE

The purpose of this manual is to introduce employees to CSS and provide information on core values, compensation, benefits, conduct, policies, employment and safety.

CSS is a solar installation company formed for the sole purpose of providing subcontracting services to the growing solar market.

We believe the company culture has the ability to inspire and energize the soul. There is something rewarding about being at the forefront of solar energy, knowing our efforts are helping to bring about a cleaner and renewable energy source and being on the front line of making a direct and substantial change in the fight for climate control. At CSS we live and breathe green energy.

We provide installation on industrial solar sites from start to finish. Activities range from electrical, mechanical to solar panel installation. Teams include underground and above ground electrical, piles, racking, PV, and commissioning.

## CORE VALUES

Safety

Quality

Value

Excellence

- **SAFETY** - There is nothing more important than your safety and the wellbeing of all team members, without safety we fail ourselves and each other. This is especially important for new team members who are not familiar with our operating procedures, equipment, and workflows. All new team members will be given safety orientation that will cover major hazards, selection and use of personal protective equipment (PPE) and CSS safety rules. It is impossible to cover all potential risks to your safety, therefore continuing safety awareness will be provided daily in the form of Job Safety Analysis (JSA). Safety awareness is to anticipate risks and hazards, identify them on the JSA and identify the measures taken to make the work conditions safe.

**Everyone has a family and each accident avoided has a positive effect on many lives, not just the individual employee.**

- **QUALITY** – This is a measure of the overall experience and satisfaction of our customer. Quality is achieved through discipline and training. This is an essential part of every project, which includes proficiency, productivity, and quality control.

- *VALUE* – The drive and focus of the organization is to provide value to our client. Value is measured as high productivity, professionalism, and unrelenting safety combined to achieve the greatest result for our client.
- *EXCELLENCE* – Our success means that we never waiver from the pursuit of excellence in safety, production, value and quality. We expect every team member to make a personal commitment to achieving our goal of excellence in everything that we do, every action, every process, and every result.

## **INTRODUCTORY LANGUAGE**

### **Ethics Code**

CSS will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to CSS.

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

### **Revisions to Manual**

This manual is our attempt to keep you informed of the terms and conditions of your employment, including CSS policies and procedures. The manual is not a contract. CSS reserves the right to revise, add, or delete from this manual as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the manual.

## **COMPENSATION**

We believe in fair wages and your compensation will be based on industry standards, position, and performance merit. The company minimum base wage is \$16.00 per hour, different roles and positions have different starting wages and requirements for progression.

## **Performance Appraisals and Development Strategy**

Every employee will receive one performance review per year, near their annual anniversary date. The employee performance appraisal process is a two-way discussion between a team member and their direct and/or secondary supervisors. The appraisal process allows each team member the opportunity to hear feedback on their individual job performance and for the team member to provide feedback to management. The performance review will cover all aspects of your job - including attendance, punctuality, job knowledge, productivity, quality of work, safety and other pertinent areas.

Each supervisor is responsible to set and communicate clear performance standards to their employees at the beginning and throughout the review period. Each supervisor is also responsible to observe and discuss with their team members the positive and negative aspects of their performance throughout the review period based on the standard metrics for each role. *Performance metrics* are used to provide quantitative measures of a team member's performance in addition to the qualitative measures that are more subjective. An example of a performance metric is the ratio of average panels per day to average panels expected per day, e.g., 137 panels per day: 120 expected panels, which is a positive metric.

## **Performance Appraisal Procedure**

*Timing* - Employees will receive an appraisal annually. Appraisal notices will be sent to supervisors at the beginning of the month prior to the employee's appraisal due date, to be completed by the end of the month. A self-evaluation form will be provided to the employee at this time as well and should be returned to their direct supervisor by the end of the month.

*Employee Performance Review Form* - The original copy of the Performance Review will be signed by the employee, their direct supervisor, and/or next level management. An electronic copy of the signed Performance Review Form will be stored in the employee record by Human Resources. A copy of the review will also be provided to the employee for their record.

*Performance Appraisal Discussion* - Supervisors will hold a discussion with the employee regarding their performance appraisal, discussing the supervisor's section and the employee's section. The discussion should be held at a prearranged time in a private location, free from interruptions. If the employee would like to apprentice for a new role within the company then they should discuss their intent during the appraisal. Their supervisor must note this on the appraisal form and include their recommendation for the employee's advancement in the new role.

*Employee Signature* - The employee will be asked to comment on the appraisal and acknowledge it by signing the form. They will be given a copy of the signed appraisal. If the employee declines to sign the form, they will be encouraged to discuss any concerns and perhaps write a rebuttal. If the employee still declines to sign the appraisal, the supervisor should write "employee declined to sign" at the bottom of the form, add their initials and date. The employee will be given a copy of the unsigned appraisal. The supervisor should then notify their manager and Human Resources.

### **Bonuses**

CSS encourages our employees to work to their fullest potential and in an effort to show our appreciation of their merit, Management may decide to give out bonuses based on safety, profit, production goals, and/or special situations. Bonuses are rewards that are normally given for outstanding performance but are not mandatory, CSS reserves the rights for when it is given.

### **Leave for Military Service**

CSS will grant unpaid leave for training and reserve duty to all employees as required by law. Written requests for military leave must be submitted to an employee's direct supervisor within a reasonable time before the scheduled leave. A copy of the military order or drill schedule should be presented with the written request. Leave will be granted to an employee who is called for active duty in any of the United States Armed Forces. Reinstatement will be governed by applicable law.

### **Criminal Activity/Arrests**

CSS will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by CSS, whether on or off company property / work sites, may result in disciplinary action including suspension or termination of employment.

## **BENEFITS**

### **Insurance**

Employees and their dependents become eligible for CSS plan of benefits on the first of the month following the 60-day probationary period. Employees who meet the eligibility requirements may participate in the following insurance benefits:

- Group Health Plan
- Dental Plan
- Vision Plan



See Benefits Overview flyer for more information regarding the plans offered. The cost to the employee is paid through payroll deduction. Spouse and child health coverage is available and paid 100% by the employee. Dental and Vision coverage is available for employee, spouse, and child and is paid 100% by the employee through payroll deduction. Coverage eligibility begins on the first of the month after the 60-day probationary period per state law. Enrollment information will be sent to the employee via email from Ease Benefits Administration. Employees should login and either enroll in coverage or waive coverage within the first 30 days of employment or coverage may be denied. For eligibility requirements, enrollment and premium information refer to the Ease website. Under certain circumstances, employees and their qualified beneficiaries may have the opportunity to continue health, dental and/or vision insurance coverage upon the occurrence of certain qualifying events under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

### **Bereavement**

An employee may be granted up to 3 days of unpaid leave due to the death of an immediate family member. For the purpose of this policy, the term "immediate family member" shall be defined as an employee's spouse, parent, siblings, children, and grandparents. An employee must notify their direct supervisor as soon as a bereavement leave is required.

### **Jury Duty**

An employee will be excused from work (unpaid) for those hours or days in which they are properly summoned for jury duty. A copy of your jury summons must be provided to your direct supervisor.

### **Witness Duty**

An employee will be excused from work for those hours or days in which they are properly subpoenaed to appear in court as a witness. An employee who receives a subpoena or other official court documentation to report for witness duty must immediately notify their direct supervisor. The employee will be responsible for keeping in touch with their direct supervisor as to when they will be available to return to work, in addition to providing the actual time attending to the witness duty.

### **Workers' Compensation**

CSS Workers' Compensation insurance covers illness, injury or death resulting from workplace injury. If an employee is injured on the job, they shall at once report the injury to their direct supervisor. After learning of the injury, the supervisor shall contact the Site Safety Resource (SSR) who will contact the physician (Job Site Care) or transport the employee to a hospital to have the injury treated, if warranted. The SSR will notify the appropriate project team members.

CSS has Worker's Compensation Insurance coverage from Amerisure Insurance Company to protect you. You may get more information about your Worker's Compensation rights from any office of the Florida Workers' Compensation Commission or by calling 1-800-342-1741.

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

## **CONDUCT AND BEHAVIOR**

This Employee Manual describes the policies and procedures as applicable to the employees of CSS. Violation of any policy contained in this manual may lead to disciplinary action up to and including termination of employment. Furthermore, an employee who acts in a way that disturbs, distracts or poses a direct threat to the health or safety of other people shall be subject to immediate termination.

These policies are discretionary and do not constitute a condition of employment. The policies described in this manual, therefore, do not create a contract, express or implied, between the employee and CSS. Employment with CSS is *AT WILL*.

### **Conflicts of Interest**

CSS is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to CSS, you must disclose it to your Supervisor. If an actual or potential conflict of interest is determined to exist, CSS will take such steps as it deems necessary to reduce or eliminate this conflict.

### **Prohibited Conduct**

Any violation of established rules, policies or procedures, or failure to meet job performance requirements may result in disciplinary action up to and including termination of employment. It is the policy of CSS to maintain jobsites free of unsafe conditions and to have employees that do not commit unsafe/careless acts. This objective can best be achieved by establishing specific standards of

undesired conduct that are likely to result in disciplinary action, and to make them known openly and frequently to our employees.

Examples of the type of conduct, activities and performance that CSS expressly wants employees to avoid include:

1. Destruction of or damage to CSS property or equipment
2. Reckless operation or speeding while operating vehicles or equipment, both company and personal on any CSS jobsite
3. Speeding on a solar site
4. Failure to follow CSS 100% Fall Protection Policy as noted in the CSS Safety Standards and Safety Manual
5. Failure to excavate / trench with proper slope or to use proper trench protection
6. Be in an excavation or trench that does not meet the minimum safety standards of OSHA
7. Failure to follow CSS Confined Space Procedures as noted in the CSS Safety Standards and Safety Manual
8. Failure to attend mandatory Safety Meetings, or excessive tardiness at these meetings
9. Failure to take immediate corrective measures when encountering an unsafe condition or noticing an unsafe act as it is being committed by another employee
10. Failure to promptly report a work-related incident / accident.
11. Negligence that results in injury to an employee, self or a visitor
12. Refusal or failure to wear appropriate personal protective equipment as needed or required
13. Excavating into and damaging utilities that were known, expected or previously marked
14. Possession, display or use of explosives, firearms, or other dangerous weapons while on duty or on CSS jobsites
15. Violation of Smoking Policy (per location requirements)
16. Violation of Substance Abuse Policy
17. Absenteeism
18. Tardiness / Early Quit / Leaving work area/ Not punching in and out for lunch (or timesheets)
19. Unsatisfactory performance
20. Verbal threat / physical assault
21. Insubordination
22. Failure to wear seat belt in equipment or personnel vehicle

### **Types of Discipline**

*Verbal Reprimand* by the supervisor to an employee is intended to be corrective or cautionary. A verbal reprimand defines the area of needed improvement,

sets up goals for the achievement of improvement, and informs the employee that failure to improve may result in more serious actions.

*Written Reprimand* is issued by the supervisor with the approval of the General Superintendent, and a copy is sent to Human Resources for placement in the employee's personnel file.

*Suspension* from work without pay for up to five (5) working days by authority of the General Superintendent. Suspension of a longer duration requires approval by the CSS Vice President. Should a paid holiday occur during a period of suspension without pay, the suspension period will be extended by the number of holidays occurring during the suspension period.

*Termination* the employee or CSS is free to terminate the employment relationship at will, with or without cause, and at any time.

All disciplinary actions shall be documented, including verbal reprimands, on the Disciplinary Warning Notice form and submitted to Human Resources for placement in the employee's file.

## **Attendance**

Attendance has a direct impact on job performance and productivity. A good attendance record is important for you, and it is an important factor in your Employee Performance Appraisal process. It is the responsibility of every employee to report to work on time for their scheduled work hours. If you are not able to work, you must notify your direct supervisor before your scheduled shift begins.

CSS does recognize that there are times when you will be unable to work due to personal illness, accidental injury, or other personal reasons. The following guidelines have been established to assist you in your understanding of the expectations of attendance as it relates to job performance.

CSS intends to administer this program without regard to the fault of the employee for any particular absence. For example, the fact that an understandable reason exists for a final absence will not excuse an employee from appropriate discipline under this program – an absence is an absence. Absences, tardiness and leaving early will be disciplined (this includes not working mandatory overtime). CSS will take into consideration the overall circumstances prior to terminating an employee under this policy.

## **Occurrence Definitions**

*Absent* - Failure to report to work, direct supervisor notified prior to start of shift

*Tardy* - Failure to report to work by the start of the shift or scheduled work time (including overtime)

*Early Out* - Failure to remain at work until the end of the shift or scheduled work time (including overtime)

*No Call/No Show* - Absence without notification to direct supervisor

### **Documentation**

When necessary, upon returning to work, you should provide proper documentation of the reason for your absence to your direct supervisor.

Acceptable documentation of a visit to a physician must include the physician's name, address, telephone number, a statement that the employee has been unable to work because of a medical condition, beginning date, return to work day, and physician's signature.

### **Reporting an Absence**

*Advance Notice* - When the need for being absent, late or leaving early is known in advance, you must notify your direct supervisor. 1 week notice per day being requested. (i.e.: 1 day off = 1 week notice, 5 days off = 5 week notice)

*Call in Notice* - When the need for being absent or late is not known in advance, notify your direct supervisor before the start of your workday.

*Early Out Notice* - When the need for leaving early is not known before the start of your workday, notify your direct supervisor as soon as you learn of the need to leave early.

### **Voluntary Quit**

If you are absent for three consecutive scheduled workdays without notifying or calling your direct supervisor (no call/no show), you will be considered a voluntary quit.

## **POLICIES**

It is the policy of CSS to assure applicants and employees that they will be treated equally without regard to race, color, religion, national origin, disability, age or sex. Such action shall include employment, promotion, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for apprenticeship, pre-apprenticeship and/or on the job training.

We also encourage the use of available training programs and will advise on what programs are available, the entrance requirements for each, as well as assisting in applying for entering such programs. Any supervisor will be glad to have you contact them.

All present employees are requested to encourage any individual, male or female, regardless of race, color, religion, national origin, disability, age or sex to make application for employment with CSS or apply for training under available programs.

Any complaint of alleged discrimination by CSS, its supervisors, employees, or any person or organization acting on behalf of CSS should immediately contact the CSS President.

Employees may not be terminated or otherwise discriminated against in job conditions or work assignments because the employee filed or testified against CSS concerning a charge of discrimination. There will be no retaliation for good faith complaints and anyone guilty of retaliation will be disciplined.

Address: 15701 SR 50, Suite 204 Clermont, FL 34711

Telephone: 352-404-4239

### **Harassment and Discrimination Policy**

CSS is committed to courteous and considerate treatment of its employees at all times as an accepted standard of behavior. Consequently, we are committed to a work atmosphere that is free of tension caused by demeaning or harassing conduct, including animosity engendered by inappropriate religious, racial, ethnic, age, disability, or sexual conduct or comments.

Equal employment opportunity laws identify two basic types of unlawful sexual harassment:

1. Where a supervisor or management official takes tangible employment action against any employee for granting or refusing sexual favors.
2. Where an action interferes with any individual's work performance, or creates an intimidating, hostile or offensive work environment, such as telling offensive jokes and engaging in offensive behavior in the workplace.

Sexual harassment is specifically prohibited by CSS policies. Persons found to have engaged in sexual harassment will be disciplined up to and including termination. It is the obligation of each person to report any conduct which violates these standards—whether you are the victim or not, whether the perpetrator is a supervisor, manager, staff member, co-worker or business invitee, and regardless of the sex of the perpetrator.

Other types of harassment are identified as verbal or physical conduct that denigrates or shows hostility toward another because of their race, color, religion, gender, national origin, age or disability and includes:

1. Epithets, slurs, negative stereotyping or threatening, intimidating or hostile acts that relate to the above.
2. Written or graphic material that denigrates or shows hostility towards others that is placed on walls, bulletin boards, or elsewhere on CSS jobsites or is circulated among employees.

Like sexual harassment, this conduct is prohibited and will not be tolerated.

No supervisor or management official shall take any tangible employment action against any employee where such action is conditioned on the acceptance of sexual favors or is in retaliation for refusal to provide sexual favors. Tangible employment action means a significant change in employment status, such as hiring, firing, failing to promote, reassignment with significantly different responsibilities, or a decision causing a significant change in benefits. Any supervisor or management official doing so will be disciplined, up to and including termination. No employee will suffer retaliation for a report of any such conduct.

CSS strongly supports equal employment opportunity laws and the right of employees who feel they have witnessed or suffered a violation of those laws or CSS policy to bring that to the attention of management without fear of retaliation. Like harassment or discrimination, employees must report any retaliation as well.

Any alleged violation should be promptly reported to your direct supervisor, or any supervisory person who you feel is the most appropriate under the circumstances, or Human Resources, or CSS President.

15701 SR 50, Suite 204  
Clermont, FL. 34711

352-404-4239

CSS will immediately conduct an investigation of any complaint, protecting the identity of the complaining party witnesses, and the individual alleged to have violated the policy, to the extent possible. Timeline for completion of such an investigation is 30 days from the date the complaint is received, be it written or verbal. A complaint made in good faith assures that the complainant shall be protected from any retaliatory action including termination, job conditions or

work assignments. Appropriate action will be taken if a violation of policy has occurred up to and including termination of employment.

### **Drug/Alcohol-Free Workplace Policy**

CSS recognizes the dangers that the use of alcohol and/or drugs can have on the performance of employees and on the safety in the work environment. In order to protect the safety and well-being of all employees, to maintain productivity, and to safeguard CSS assets, we have adopted a drug/alcohol-free workplace policy.

As a condition of employment, all employees must abide by the terms of this policy.

The use, sale, manufacture, distribution, purchase, possession, dispensing of illegal drugs, non-prescribed controlled substances or alcohol on CSS jobsites while on company business or while operating a company owned or leased vehicle is strictly prohibited. In addition, it is a violation of the policy to report to work, work, or drive company owned or leased vehicles under the influence of alcohol or illegal or non-prescribed controlled substances. Possession of paraphernalia used in connection with the use of any drug is evidence of violation of this policy.

Employees and applicants have a duty to cooperate in the administration of this policy. Refusal to consent to testing, tampering with a test and other violations of this policy will result in termination of employment and possible forfeiture of workers' compensation medical and indemnity benefits.

Any illegal drugs found on CSS jobsites will be turned over to the appropriate law enforcement authorities. It shall also be an independent violation of this policy to refuse a search of one's person, purse, lunch box, locker, automobile or any other personal property on CSS jobsites.

Some legal drugs prescribed by a licensed physician for specific treatment purposes may have a direct impact on health and safety. It is important in safety-sensitive assignments, such as those involving the operation of motor vehicles or machinery, for CSS to assure itself that there is not a threat to safety as a result of such medication. Employees working in such safety-sensitive assignments must report to their manager any use of prescription drugs that could negatively affect their ability to perform the safety-sensitive functions of their jobs. In such instances the employee will be temporarily reassigned to another job function.

As a part of our policy prohibiting an employee from reporting to work or working under the influence of drugs or alcohol, drug testing will be required.



CSS will utilize a urinalysis drug test, blood test, and/or breath test under the following circumstances:

- Pre-employment
- Employees involved in a work-related accident
- Reasonable suspicion
- Random testing as required by management and/or client

All tests will be done by CSS personnel in a manner reasonably calculated to prevent substitution or contamination of the sample. If there is reason to believe that an employee has tampered with the sample, re-testing may be conducted in the presence of the collector. An invalid sample will be considered a tampered sample and observed retesting will be required.

Any employee, who is arrested, indicted, pleads nolo contendere (no contest), is placed on probation, or is convicted of a drug violation must report this information to their direct supervisor immediately after the arrest, indictment or conviction. In addition, all employees must report any conviction, nolo plea, or probation involving illegal drugs and employees with driving duties must report any conviction or nolo plea involving driving under the influence of any substance.

Employees must advise CSS of all prescription drugs taken in the past month before the test and be prepared to show proof of such prescriptions to CSS.

*Random Testing* - CSS will randomly test employees for compliance with its drug and alcohol-free workplace policy. As used in this policy, "random testing" means a method of selection of employees for testing. The selection will result in an equal probability that any employee from a group of employees will be tested. Furthermore, CSS has no discretion to waive the selection of an employee selected by this random selection method.

*Testing Methods and Procedure* - All testing will be conducted by a CSS representative. If a non-negative test result is obtained, the sample will be sent to a licensed independent medical laboratory, which will follow testing standards established by the state or federal government.

Employees (not pre-employment) will be considered to be engaged at work for the time spent in taking any tests and will be compensated for such time at their regular rate.

*Refusal to Undergo Testing* - Employees who refuse to submit to a test are subject to immediate termination.

*Non-Negative Test (not pre-employment)* - If a non-negative test is obtained, the employee will be put on administrative leave immediately until such time that the results are obtained. If the final test results are negative the employee will be paid for the time on administrative leave.

*Positive Test (not pre-employment)* - If the final test results are positive, the employee will be immediately terminated and will not be paid for the time on administrative leave.

### **Workplace Violence Policy**

It is the policy of CSS to provide all employees a workplace free of threat, harassment, or acts of violence. Threats, harassment, and acts of violence will not be tolerated. Such behavior by CSS employees, clients, customers and visitors will be reason for disciplinary action, up to and including termination of employment or removal from CSS jobsites. Such conduct must be reported immediately to senior management for investigation of such incidents. Incidents that go unreported are likely to be unnecessarily repeated and may escalate. We will investigate incidents in a fair and expeditious manner.

Weapons are not allowed on any CSS premises or jobsite. This includes concealed handguns, whether licensed or not.

### **Smoking Policy**

CSS is committed to providing and maintaining a safe and healthy working environment for each employee, as well as complying with state and federal laws and regulations.

Smoking is not permitted in job trailers, connexs, company vehicles, buggies, or any equipment with more than one passenger. Violation of this smoking policy may lead to disciplinary action, up to and including termination of employment.

### **Open-Door Policy**

Our door is always open to you. If you have a problem you need to discuss, please discuss this matter first with your direct supervisor. If the problem cannot be solved, in that manner, you should bring it to the attention of another appropriate member of management or to Human Resources. If the matter remains unresolved, we maintain an open-door policy for you to discuss your problem with anyone in management at the facility.

### **Labor Disputes**

These are the actions used in daily practice to prevent labor disputes:

- Carefully evaluate wages and salaries. Work to provide above average wages since solar work can be temporary.
- Provide a safe and secure working environment. Provide necessary safety training and PPE.
- Ensure all employees and managers perform their expected job duties.
- Motivate employees with direction and opportunities.
- Encourage managers to have a positive attitude toward employees.

In the event that a dispute arises this is the process for resolution:

- We demand employees and management discuss the current problems and possible solutions as the first step.
- Grievance handling: Taking steps toward fixing problems within the organizational structure.
- Conciliation: Allowing a third-party to facilitate the necessary discussion to evaluate current grievances and possible solutions.
- Non-Binding Mediation: Similar to conciliation except that the third-party gives actual solutions to the labor dispute.
- Adjudication: A legal remedy to solve a labor dispute.

### **Electronic Media and Services Policy**

Electronic Media and Services, including but not limited to telecommunications devices and services (whether via landline or cellular), facsimile machines, computers, hardware, software, portable devices, e-mail, electronic bulletin boards, networks, on-line services, and internet, intranet, extranet access, are communication tools that CSS provides certain employees to communicate business information rapidly and efficiently.

All employees who use these tools must be aware of and adhere to the following:

- CSS's Electronic Media and Services, and all related data and systems, are proprietary CSS property and subject to review or access by CSS at any time.
- CSS's Electronic Media and Services are for business use only and shall not be used for personal purposes.
- By using CSS's Electronic Media and Services, you waive any claim to privacy in your use of the Electronic Media and Services and give CSS permission to monitor such use and access all data, information, files, items and communications you have accessed, sent, received, stored or viewed through such use. Messages and communications sent via Electronic Media and Services are subject to subpoena and access by persons outside CSS and may be used in legal proceedings. Please

consider this before sending any confidential messages or material via the Electronic Media and Services.

- You shall never install, download or use any software on the CSS's Electronic Media and Services of any kind, whether a purchased or licensed copy, or free or public domain software such as shareware or freeware or the like, without the prior express permission of CSS's I.S. department. Report any such activity to the I.S. department immediately. All software is required to be approved by management and purchased and installed by the I.S. department. The I.S. department shall retain all original disks and materials for all software, excluding training materials and manuals when needed for software use.
- Do not review or forward sexually explicit, profane or other materials of an unprofessional nature through CSS e-mail, internet access or other Electronic Media and Services.
- Not all employees are authorized to have access to all information, and passwords, encryption and other security measures may be used to limit employees' access to particular information. For this reason, and to maintain the security of Confidential and Proprietary Information, employees should be careful to safeguard their passwords and encryption keys, log off their terminals when not in use and use screen timeouts with password protection to prevent unauthorized users from accessing CSS systems and information.
- Only management employees or others specifically directed to do so are permitted to monitor others' use of Electronic Media and Services or to access any other person's Electronic Media and Services accounts, passwords, data or communications (including e-mails and other communications).
- Employees must not use CSS's Electronic Media and Services for solicitations, to distribute information, or for mass communications that are unrelated to CSS business. This policy prohibits, among other things, the use of CSS's Electronic Media and Services to send mass emails commonly referred to as spam.

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyrights, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of pirated or other software products that are not appropriately licensed for use by CSS.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources and copyrighted music.

- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.)
- Revealing any account passwords to others or allowing use of accounts by others. This includes co-workers and family and other household members.
- Providing information about or lists of CSS employees to parties outside of CSS.

Employees are required to restrict the use of our telephones to business calls except in the case of a personal emergency.

### **Confidential and Proprietary Information Policy**

In consideration of employment and for the salary or wages now being paid or to be paid by CSS, or by any affiliate of CSS, and effective as of the date that employment first commences, ALL employees must adhere to the following:

- Employee will regard and preserve as confidential and will not divulge to unauthorized persons, or use for any unauthorized purposes, either during or after the term of their employment, any information, matter, or thing of secret, confidential or private nature, connected with the business of CSS or any of its suppliers, customers or affiliates without the written consent of a duly authorized representative of CSS, or until such times as such information otherwise becomes public knowledge. Included within the meaning of confidential information is (i) information of a technical nature, such as know-how, formula, computer programs, software and documentation, and research projects; (ii) matters of a business nature, such as information about costs, profits, markets, sales, price lists, and lists of customers, business data regarding customer, salaries, and other company personnel data, and plans for further development; and (iii) any other information of a similar nature to the extent not public knowledge.
- Employee will not disclose to CSS or use for the benefit of CSS any confidential information derived from sources other than their employment with CSS. If they are in doubt as to the confidential status of any information, or if any information is alleged to be proprietary, they will refer to their direct supervisor the question of whether such information is available for disclosure and use for the benefit of CSS.
- Employee agrees that confidential information obtained as a result of their employment with CSS is not to be used by an employee for the purpose of furthering any private interest or as a means of making personal gains.
- Employee agrees that failure to fulfill any of their promises in this agreement will cause CSS irreparable and continuous damage for which CSS will have no adequate remedy at law. Consequently, if employee does not keep their promises, CSS will be entitled to injunctive relief or

decrees for specific performance, or both, as well as any other relief as may be proper.

- Employee agrees that this confidential agreement neither expresses nor implies an employment agreement with CSS. Employment with CSS is *AT WILL*. Employee's promises in the agreement will remain in effect after their employment with CSS ends.
- Employee agrees that when their relationship with CSS ends or at any other time upon CSS request, they will promptly deliver to CSS, without keeping any copies, all documents and other materials received or prepared by employee in connection with their work for CSS, and other materials containing or constituting confidential information.

This Agreement will be interpreted in accordance with and governed by the laws of the State of Florida.

This Agreement expresses the entire understanding between CSS and its employees on this subject matter and replaces any previous oral or written understandings or agreements, if any, with CSS. No change or modification of the terms of this Agreement shall be valid or binding unless the same shall be in writing and signed by both, employee and a duly authorized representative of CSS.

### **Personal Use of Company Equipment, Property and Services Policy**

CSS equipment, property and services, including but not limited to Electronic Media and Services, are for business use and are to be used exclusively for that purpose.

Employees must exercise care in the use of CSS property. Negligence in the care and use, unauthorized removal, or personal use of CSS property may result in disciplinary action, up to and including termination. Loss, damage to or theft of CSS equipment or property should immediately be reported to your direct supervisor. Employees must return all equipment and property immediately upon separation of employment.

### **Personal Cell Phone/Mobile Device Use**

While CSS generally permits employees to bring personal cell phones into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited

to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on CSS property / work sites unless explicitly authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with CSS policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, CSS requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from company management. To ensure the security of CSS information, the company may at any time impose specific requirements for device security, and compliance with any such directives shall be a condition of your use of the device while on company time.

CSS reserves the right, and as a condition of use of your personal device in company business, you hereby consent, to the inspection of the device and its contents and (as required by CSS in its sole discretion), to the copying or deletion of any company-related information from the device.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

### **Social Media Policy**

At CSS we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to CSS, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for CSS.

### Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with CSS, as well as any other form of electronic communication.

CSS principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of CSS.

### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Respectful

CSS cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or CSS policy. Your personal posts and social media activity should not reflect upon or refer to CSS.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to CSS.
- Do not create a link from your personal blog, website, or other social networking site to a CSS website that identifies you as speaking on behalf of CSS.
- Never represent yourself as a spokesperson for CSS. If CSS is a subject of the content you are creating, do not represent yourself as speaking on



behalf of CSS. Make it clear in your social media activity that you are speaking on your own behalf.

- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by CSS.

### Media Contacts

If you are not authorized to speak on behalf of CSS, do not speak to the media on behalf of CSS. Direct all media inquiries for official CSS responses to Human Resources.

### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

### **Third Party Disclosures**

From time to time, CSS may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of CSS and should refer any call requesting the position of CSS to your immediate supervisor and, if he or she is not available, to CSS management. Never give a statement relating to CSS business or jobsites to a member of the media without specific direction from CSS management.

## **Pandemic Policy**

In the event of a pandemic all employees are expected to follow these guidelines:

- Employees who are symptomatic shall not report to work
- Employees shall contact their direct supervisor or SSR to notify them of symptoms
- The supervisor or SSR will contact Jobsite Care regarding the employee
- Jobsite Care will contact employee to investigate
- Employee will follow established protocols as instructed by Jobsite Care
- All employees are to wear masks or face coverings inside trailers, conexs, vehicles, buggies, or while working within 6 feet of other employees.
- Daily temperature checks and information screening may be required of all employees. Travel restrictions may be imposed in accordance with current CDC guidelines.

During the time of a national pandemic all work must proceed within the established guidelines by the CDC or state of jurisdiction.

## **EMPLOYMENT**

### **Employment Application**

CSS relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the company excluding the individual from further consideration for employment or, if the individual has been hired, termination of employment.

### **Background Checks**

All employees are subject to pre- and/or post-employment background check. Background checks are required by CSS clients and are a condition of employment. Refusal to grant permission will result in termination of your application for employment and/or termination of active employment.

### **Post-Employment Medical Questionnaire**

All employees will be required to complete a post-employment questionnaire during orientation. Failure to complete the questionnaire or provide false information will result in immediate termination. All employees may be subject to a fit for duty test.

### **Employment At-Will**

CSS is an AT-WILL employer. "At-will" means employment relationships may be terminated at any time at the discretion of the employer or the employee. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the company shall in any way create an express or implied contract of employment or employment relationship on other than at-will basis.

### **Promotions and Internal Job Postings**

CSS encourages promoting employees from within. Therefore, vacancies for full-time or part-time positions may be posted. To apply for a posted position, an employee must meet the minimum hiring specifications for the position, have a good overall work record, and have notified their current supervisor of their interest in the posted position. Employees who wish to be considered for job openings or who have questions or concerns about job postings should speak with their direct supervisor or Human Resources. Final selection for all vacancies will be at the sole discretion of CSS Management.

### **Workforce Development Program**

*Hiring* - We strive to hire local workers whenever possible; most are not skilled in solar construction.

*Training* - Provide orientation for safety, and orientation for their specific job task.

*Hands on Training* - Each new employee is placed in an experienced crew or a crew with an experienced leader. Each employee is trained in a precise task and will perform that task many times until that task is complete or the crew is moved to another task. New training is conducted for each new task. Through the course of employment employees will be trained in tasks ranging from metal installation, PV installation, wire management, and possibly electrical work.

*Educational Training* - Employees may be offered training from third party consultants for items such as rigging certification, equipment operator certification, OSHA 10 or 30.

*Retention* - Long term development is provided through the three forms of training and experience. We offer many employees the opportunity to travel with the company from location to location thus providing long term development.

### **Employment Classifications**

For the sole purpose of determining the allowance of certain employee benefits, each employee is classified as follows:

*Regular Full-Time Employee* – An employee who is scheduled to work more than 30 hours per week on a regular and continuous basis.

*Regular Part-Time Employee* – An employee who is scheduled to work less than 30 hours per week on a regular and continuous basis.

For payroll purposes, employees are classified as one of the following:

*Exempt Employee* – Certain employees, such as executive, administrative, professional and outside sales employees are paid on a salary basis. These employees are expected to work whatever hours are required to accomplish their duties, even if it exceeds their normal workweek. Exempt employees are exempt from overtime pay as dictated by law.

*Non-Exempt Employee* – Employees who are not identified as “exempt” employees are considered non-exempt. Non-exempt employees are eligible for overtime pay as required by law.

### **Hours of Work**

Employee work hours including breaks and lunch periods (refer to next sections) may vary between jobsites, depending on the needs established within each location. Such hours are set in compliance with Federal, State and Local law. Since working hours vary among jobsites, each employee should check with their direct supervisor/manager for an explanation of their work schedule.

Starting times for many positions may vary to meet CSS needs. In addition, your daily and weekly work schedules may be changed from time to time at the discretion of your direct supervisor and management. Your position may also require you to work overtime. Changes in work schedules will be announced as far in advance as practicable.

### **Breaks**

CSS believes that it serves its interest and the interest of its employees to allow employees to take reasonable breaks from the job. Scheduling of break times is at the supervisor's discretion.

### **Time Sheets / Punch In – Punch Out**

All hourly employees are responsible for clocking in and out each workday. Jobsites with timeclocks, punches are required. Jobsites with time sheets, employees are responsible for signing the time sheets. All employees are required to sign out / punch out whenever leaving the jobsite. Employees may not clock in or out for another employee or use another employee's timecard.

An employee who alters or falsifies their own or another employee's timecard may receive disciplinary action up to and including termination.

### **Overtime**

Regularly, employees may be requested to work overtime. As required by law, nonexempt employees will be paid the overtime rate of time and a half of the employee's regular rate for all hours worked in excess of the 40-hour workweek. An employee's overtime pay is computed on the number of hours actually worked beyond 40 hours per week.

### **Pay Schedule**

Employees are paid on a weekly schedule which will be posted by management. The pay received by employees covers work performed from the previous week. A normal work week is considered Sunday thru Saturday. Exempt employees pay schedule will be determined at time of hire or change of employment status.

### **Direct Deposit**

CSS requires all employees to have electronic deposits for payroll. In the event that employees do not have a bank account, they will be enrolled for a Wisely pay card provided by ADP where their pay will automatically be deposited.

### **Change of Name, Address, Telephone Number or Marital Status**

Employees are responsible for making any revisions to their name, address, telephone number or marital status and other personal changes that may affect their pay deductions within the ADP app.

Employees must maintain a current, valid mailing address with CSS to ensure that their W2, insurance information, or other mailed items reach them directly.

### **Personal Appearance/Dress Code**

All employees shall adhere to the following dress code:

- Safety-toed work boots
- Long sturdy work pants – no leggings, shorts, sweats, or athletic wear
- Shirts, preferably non-flammable cotton - long sleeves recommended
- No clothing with excessive holes allowed
- The hard hat must sit firmly upon the employee's head. Hair styles which prevent proper hard hat position shall be contained by a suitable head covering within the hard hat
- Fingernail length shall not exceed ½ inch and no metallic polish or finishes is allowed

CSS will supply:

- Hard hats
- Safety vests

- Safety glasses
- Gloves (specific to task)
- Hearing protection (specific to task)
- Neck gators/face covering
- Cut sleeves (specific to task)
- Snake chaps (for work in knee-high grass)

Safety equipment that is appropriate to the job performed must be worn. Hand, foot, leg, and eye coverings may be required if a potential safety hazard is identified. Certain job disciplines may require specific personal protective equipment. All Employees are required to adhere to the safety requirements listed on the JSA.

### **Use of Employer Credit Cards**

All employees in the possession of a credit card issued by CSS will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to CSS vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for vehicle use over \$100 and any other business purchases over \$25 must receive prior approval from your Supervisor.

Submit all sales receipts generated by use of CSS credit card weekly to your Supervisor. Your CSS credit card may not be used for personal expenses. Use of CSS credit card is restricted to approved business-related expenses.

Any unauthorized purchases made with a credit card issued by CSS will be the cardholder's responsibility. You must reimburse any such purchase to CSS within five (5) days after request.

Immediately report lost or stolen CSS cards to your Supervisor. Failure to follow this policy may result in disciplinary action up to and including discharge.

### **Employment Separation**

Employees of CSS have the right to terminate their employment at any time. If an employee wishes to resign, he must give proper written notice, at least two weeks before the date of resignation, to their direct supervisor. The required notice period may not be satisfied by using PTO days.

Employees in good standing who resign, return all CSS property and give proper written notice to their direct supervisor, will receive due consideration as a re-hire if they later become interested in re-employment.

Resigning employees who give proper written notice and leave on good terms will be paid for any unused PTO days, where applicable.

The final paycheck will be issued when all other paychecks are issued for time worked during that period. The resigning employee will be informed of any accrued benefits for which they are eligible at that time. All property of CSS, including any keys or equipment must be returned on or before the last day of employment.

The manager may elect to terminate the employee on the date of resignation is submitted rather than allowing them to work through the notice period.

## **SAFETY PROGRAM**

All employees are required to follow the CSS Safety Standards for Solar Workers provided to the employee during on-boarding. In addition, all employees are required to comply with all safety regulations provided during site specific orientation and regulations specific to the client and/or utility company.

### **PPE Program**

CSS has initiated a safety policy requiring that all employees wear approved safety eyewear at all times. Each employee will be issued one pair of approved, non-prescription eye ware for their use while at work. CSS will replace this pair of glasses if damaged, badly scratched or otherwise rendered unserviceable when presented to the employee's direct supervisor or the Job Site Safety Coordinator.

All employees must comply with the following items:

- All aspects of the Safety Rules and Regulations for Solar Workers
- Upon arriving at the jobsite, I will be informed where the hazardous chemical list, the company's written hazard program, and MSDS's are kept and am aware that they may be reviewed at any time.
- Follow safe work procedures and precautions when working with hazardous products including use of proper personal protective equipment and/or clothing at all times.
- Employee may have access to any company medical records resulting from exposure to toxic substances or harmful physical agents.
- Upon arriving at the job site, I will be informed where the job site emergency supplies are kept and where the emergency phone numbers are posted.
- Employee must never put myself in any situation where my safety will be in question.
- All injuries, no matter how minor, will be reported to my direct supervisor on the day of occurrence.



## **Acknowledgment of Receipt and Review**

By signing below, I acknowledge that I have received a copy of the Commercial Solar Solutions, LLC (CSS) Employee Manual and that I have read it, understand it, and agree to comply with it. I understand that CSS has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the manual at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this manual. Changes can only be made if approved in writing by the President of CSS. I also understand that any delay or failure by CSS to enforce any rule, regulation, or procedure contained in the manual does not constitute a waiver on behalf of CSS or affect the right of CSS to enforce such rule, regulation, or procedure in the future.

I understand that neither this manual nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized CSS representative, I am employed "at-will" (to the extent permitted by law) and this manual does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized CSS representative) or a collective-bargaining agreement that conflicts with the terms of this manual, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This manual is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This manual supersedes any previous manual or policy statements, whether written or oral, issued by CSS.

If I have any questions about the content or interpretation of this CSS, I will contact Human resources.

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Signature

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Date

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Print Name

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Last 4 Social Security Number