

2016/2017

# Salaried Employee Handbook



**WARDEN  
CONSTRUCTION**

11/15/2016

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# 1. CODE OF ETHICS

The Company is committed to complying with all applicable laws and regulations in the conduct of its business.

Any Company employee, officer, or director whose conduct violates applicable laws, regulations, the Code of Ethics, or basic tenets of business honesty and integrity will be subject to immediate disciplinary action, up to and including termination.

The Company forbids discrimination, harassment, and any hostile acts because of race, color, gender, ethnic group, religion, disability, age, national origin or any other basis prohibited by law. In addition, the Company forbids any illegal act by employees and subcontractors. These may include but are not limited to theft, bribery, and the use of illegal substances, intoxication or consumption of alcoholic beverages during working hours or on the job site, as well as the payment of any kickbacks or gratuities of any kind to government officials or the representatives of other companies doing business with the Company. Employees are instructed and encouraged to use the procedures contained in this Handbook for registering reports or complaints about such incidents.

It is the Company's policy to protect employees from retaliation for using the Company's procedures for reporting illegal or unethical activities, or activities that violate Company policy. Any employee, supervisor, or manager who retaliates against any employee for using these procedures to report violations of Company policy will be subject to discipline up to and including termination.

## **2. EMPLOYMENT INFORMATION**

### **Professional Conduct**

All employees of the Company shall be required to conduct themselves in a professional manner both on and off the work site. Employees are reminded that their conduct is a reflection on the Company; and they shall at all time conduct themselves in a professional manner. Public or private conduct that reflects poorly on the Company's professional image will constitute grounds for disciplinary action up to and including termination.

You are expected to present a professional image at all times. The definition of "professional" will, of course, vary depending on the nature of each particular assignment. Management personnel should present themselves in a manner at least equivalent to their consumer counterparts. Craftsmen are not subject to a dress code other than that required by safety, but are required to exhibit a standard level of personal hygiene. Supervisors will require that employees be appropriately attired.

We expect all of our employees to contribute to the overall success of our relationship with the customers. You are required to provide the highest possible level of service at all times. It is critical that we maintain an atmosphere of quality service, rapid response and complete integrity. By providing the utmost in quality service and economy, we directly influence our future potential and create expanded opportunities for everyone on our team. Cooperation is the key to teamwork and you are required to cooperate with Company employees and owner personnel alike.

### **Pay**

Pay increases are not given automatically for length of service. Raises are based on many factors, including performance, inflation, local rates, and wages paid to other Company employees with similar experience, skills and seniority. Most pay increases will be related to performance appraisals and will take effect at the beginning of the following pay period.

### **Evaluation and Promotion**

All employees will receive a performance appraisal annually on their anniversary date. Appraisals are a source of communication between you and your supervisor and are intended to evaluate your performance, define mutual goals, and commend your strengths and point out areas for improvement and development.

A formal performance evaluation will be thoroughly discussed with the employee to point out both areas of successful performance and areas that need improvement or are unacceptable. Employees are encouraged to comment about their work performance in writing or verbally, and to discuss working conditions and offer suggestions for improving business operations.

It is the policy of the Company to promote employees to vacant or newly created positions when qualified employees are available or deemed suitable in all respects, and where it is determined to be in the interests of the Company to do so. In such cases, the promoted employee will be assigned to the new position on a probationary basis for three months; if it is found that the employee does not meet the qualifications that the position demands, the employee may be demoted, at the supervisor's discretion, to his or her previous position and pay.

### **Attendance**

Because the Company relies on the team approach; each and every employee is necessary to effectively accomplish our work. Absenteeism and tardiness place additional burdens on fellow workers and reduce the productivity of the team. Therefore, repeated absences and tardiness will not be tolerated and are grounds for dismissal. Supervisors are expected to set good examples and encourage prompt and consistent attendance.

It is our sincere desire to administer and control our attendance program consistently. We recognize that all employees have an occasional illness or emergency that may require them to be away. But the person who is absent or tardy excessively – regardless of how good the reason – contributes little to the productivity of the company. Punctuality and regular attendance are essential to our efficient operation. When you are late or absent from your job, you place an undue burden on your co-workers. This costs you and the Company money.

All employees who are unable to report to work on time are required to notify their supervisors at the earliest opportunity, but no later than one (1) hour after their scheduled starting time. It is the responsibility of every employee to report the circumstances of the absence or late arrival and to give an estimate of when they will be able to return to work. Employees needing to leave work early for any reason must also give their supervisors as much notice as possible. This includes giving advance notice of anticipated absences in the future.

### **3. EMPLOYEE ORIENTATION**

Before a new employee begins work, the staff will provide an orientation that will include the completion of employment forms and records, an explanation of the Company's personnel policies, compensation and benefits program, and any other information determined appropriate to the employee's orientation and integration into company service. If you have any questions about these policies, check with your supervisor.

During each new employee's first workweek, the designated supervisor or department head will conduct a thorough orientation of the employee on the following:

- Company and department organization and function.
- Employee's role in helping to achieve company/department objectives.
- Employee's job content and scope.
- Training, performance and evaluation standards.
- Promotional opportunities and
- Job safety, including required OSHA orientation.

All employees, whether new, rehired or promoted, are required to serve a ninety-day evaluation period. During this time, new and rehired employees will not be eligible to use paid sick leave, vacation, or any other form of paid absence, excluding designated holidays.

The evaluation period is an intrinsic part and extension of the employee selection process during which the employee will be considered in training and under careful observation and evaluation by supervisory personnel. Generally, this period will be utilized to train and evaluate the employee's effective adjustment to work tasks, professional conduct, observance of rules, job responsibilities, and attendance.

Evaluation periods may be extended by the Company for a limited additional period if it is determined that such an extension is necessary to thoroughly evaluate the employee's ability to perform the full scope of assigned duties. In these cases, the employee will be advised of the extended duration of the evaluation period prior to the conclusion of the initial evaluation period.

Notwithstanding the provision of the Company's evaluation period policies, the Company reserves the right to terminate the employment relationship with any employee at any time and without advance notice.

Introductory employees are not eligible for some benefits paid for or sponsored by the Company. However, upon successful completion of the evaluation period, employees become eligible for the current benefits package.

The Company retains the right at its sole option and at any time to deviate totally or partially from the policies, practices and procedures contained in this manual. Any employee benefit plan or program provisions described herein is for general information only. Benefit plans and programs are governed by the provisions of their formal documents as they exist now or as they may exist in the future.

## 4. EMPLOYMENT AT WILL

### SUMMARY

**It is the policy of the Company that all employees are employed at the will of the Company for an indefinite period, and that their employment may be terminated at any time, by either the Company or the employee, with or without notice, for any reason or no reason, but not for any reason prohibited by law.**

While we certainly hope that your employment relationship with the Company will be successful and long term, either the Company or the employee may end this relationship at any time, with or without cause, notice or reason. No manager, supervisor or representative other than the President of the Company has the authority to enter into any agreement guaranteeing you employment for any specific period of time or to make any written or oral promises, agreements or commitments contrary to this policy. Any employment agreement entered into with the President of the Company must be in writing.

The policies and procedures set forth in this employee handbook are not a binding employment contract, and do not confer any contractual rights, either express or implied, upon any employee, or do they guarantee employment for any period of time. All employment with the Company is “AT WILL,” and either the employee or the Company may terminate the employment relationship at any time, for any reason or for no reason. Similarly, neither the Application for Employment nor any other material provided to employees in connection with their employment shall restrict the right of the Company or the employee to end the employment relationship at any time or for any reason not prohibited by law.

This handbook replaces and supersedes all earlier Company personnel practices, policies and guidelines.



## **5. EQUAL OPPORTUNITY EMPLOYMENT POLICY**

The Company is an Equal Employment Opportunity employer, committed to providing a workplace in which all persons can work and advance on the basis of merit and ability. The Company does not discriminate on the basis of race, color, religion, sex, age, marital status, national origin, citizenship status, disability, veteran status or any other basis protected by law.

This nondiscrimination policy applies to every aspect of the employment relationship, including hiring, transfers, promotions, training, terminations, working conditions, compensation, benefits, and other terms and conditions of employment. The Company aspires not merely to meet, but to surpass legal mandates and to maintain an environment where employees are treated with dignity, respect and professional courtesy.

Toward that end, in our workplace, slurs, epithets, disparaging remarks, jokes or other types of harassment that concern any of the legally protected groups mentioned above are expressly prohibited. Conduct of any sort which makes an employee feel uncomfortable, degraded, intimidated or angry about perceived discriminatory treatment is not only undesirable but is forbidden as a matter of Company policy. This includes conduct which may be intended as harmless, benign or playful but is not perceived as harmless by the recipient or an on looker.

In support of this policy, all of the Company employees are expected to:

- Treat co-workers and others with respect;
- Refrain from making offensive/insulting remarks to or about others in the workplace; and
- Discuss any concerns about inappropriate treatment by co-workers, supervisors, or anyone else with whom you come into contact in the course of your employment, with the persons identified in the ADR section of this Handbook.

The Company investigates any reported violations of EEO law or this policy. Supervisors or employees found to have engaged in discriminatory conduct or harassment are subject to immediate disciplinary action, including possible termination of employment. The Company forbids retaliation against any employee for reporting a violation of company EEO policy. Any employee or manager who engages in such retaliation is subject to disciplinary action, up to and including termination.

## 6. SEXUAL HARASSMENT

Sexual harassment is a form of discrimination. It is addressed separately from other forms of harassment to ensure that all employees understand what conduct constitutes sexual harassment and what to do if they observe or experience sexual harassment.

The Company does not tolerate sexual harassment. Sexual harassment violates an individual's fundamental rights and personal dignity. Sexual harassment also undermines the Company's deep commitment to the primacy of a reward system based purely on merit, intellectual excellence, and job performance. The company considers sexual harassment in all its forms to be a serious offense.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- ◆ Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- ◆ Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
- ◆ The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment regardless of whether that individual is the target of the harassment.

Unwelcome behavior of a sexual nature or based on sex includes, but is not limited to sexually suggestive statements, questions or jokes, comments of a sexual nature about a person's physical attributes, sexual innuendoes, offensive touching, obscene gestures or suggestive sounds, display of sexually suggestive pictures, materials or objects, as well as sexual bribery. Conduct can constitute sexual harassment whether it is committed by or directed toward other employees (whether subordinates, superiors or peers), contract or temporary workers, clients, vendors or anyone else with whom employees come into contact during the course of their work for the Company

Even if submission to sexual conduct is voluntary, it may still constitute sexual harassment. The critical issue in evaluating a sexual harassment claim is not the voluntariness of the complainant's participation, but the unwelcomeness of the conduct. Moreover, even consensual sexual relations can constitute sexual

harassment if they are so pervasive in the office as to interfere with the work performance of others not part of these consensual relationships.

Any employee who observes or experiences sexual harassment is expected to report the occurrence immediately under the procedures outlined in this Handbook in the section “Complaint Procedure for Claims of Discrimination, Including Unlawful Harassment, and Other Unlawful or Unethical Behavior.” The Company can take action to eliminate such occurrences only if they are reported.

In any case any employee who becomes aware of any illegal or unethical behavior relating to employment with the company should alert any of the following:

- His or her supervisor.
- The President of the Company
- The HR Consultant.

## **7. WORKERS' COMPENSATION**

The Company is committed to meeting its obligation under state laws to provide medical, rehabilitation, and wage replacement benefits to employees who sustain work-related injuries or illnesses. Required notices regarding Workers' Compensation coverage will be posted at every jobsite.

Adherence to the Company's published Safety Plan is mandatory for all employees and subcontractor personnel. Negligence or direct violation of the Safety Plan is grounds for dismissal. A copy of the Safety Plan is kept at each site office, and it is crucial that you know this plan well and abide by its regulations. All employees are responsible for job safety, and failure to notify proper personnel of observed or possible safety violations may be regarded as a failure to comply.

In case of an accident, no matter how minor it may seem, all employees must immediately report to their supervisor any injury or illness, regardless of severity. Each site will have a designated local medical facility to which injured employees can be sent if medical assistance is needed. Employees may have to take a post-incident drug test if there is a reasonable possibility drugs or alcohol could have contributed to the injury or illness.

The Supervisor or Office Manager will complete a First Report of Injury with a separate detailed description filled out by the Supervisor or Foreman of how the accident occurred. The report then must be sent to the Safety Director at Home office within 8 hours of notification of the injury or illness.

Employees cannot use group health plans for injuries or illnesses covered by Workers' Compensation. In addition, employees cannot use their accrued leave while they are receiving wage-replacement benefits under workers' compensation.

The Company works with its worker's compensation insurer to investigate any suspected fraudulent worker's compensation claims. The Company seeks the prosecution of any employees filing fraudulent claims or engaging in other workers' compensation fraud.

## 8. HOLIDAYS

The Company observes holidays each year as determined by management. The schedule of holidays to be observed annually will normally include:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day and
- Employee's choice of one (1) floating holiday from the following:
  - Martin Luther King, Jr. Day*
  - Presidents' Day*
  - Columbus Day*
  - Veterans' Day*
  - Day after Thanksgiving*

All eligible (salaried) full-time employees will receive their regular rates of pay for each holiday observed. Salaried employees who are required to work on a holiday will be allowed an alternate day off with pay.

Absence from work on workdays immediately preceding and immediately following a holiday is prohibited except in cases of illness, documented by a physician's statement. Vacation days may be requested immediately before and after holidays but the request for vacation on such a day must be submitted at least three (3) weeks prior to the holiday.

## 9. PERSONAL LEAVE AND VACATION

Salaried employees earn paid time off for personal leave after the 90 day probationary period. Vacation and sick leave are earned beginning on the first day of the seventh full month of employment for each calendar year according to the following schedule:

<b>Total Time of Employment</b>	<b>Hours Accrued per Week</b>	<b>Maximum Hours per Year to Accumulate and Carry Forward</b>
Under 90 days	0	No Accrual
90 days – 6 months	1.85	24 hours or 3 days (3 personal)
7 – 12 months	2.46	64 hours or 8 days (3 personal and 5 vacation/sick)
13 - 48 months (48 mo. = 4 yrs.)	2.46	128 hours or 16 days (6 personal and 10 vacation/sick)
49 - 120 months (120 mo. = 10 yrs.)	3.23	168 hours or 21 days (6 personal and 15 vacation/sick)
121 months and over	4.00	208 hours or 26 days (6 personal and 20 vacation/sick)

- Beginning on the first day of employment after the probationary period, a salaried employee will accrue paid time off for personal leave. After six months, a salaried employee will accrue paid time off for vacation, sick leave or personal leave. Accruals are earned based on each week worked.
- Unused leave shall be carried forward into the next calendar year. Leave carried forward cannot exceed the limits stated in the schedule above.
- All requests for vacation leave must be submitted to, and approved by, the employee’s supervisor on an Employee Vacation Request form at least three (3) weeks prior to the vacation. All site/department managers shall schedule vacations to maintain an adequate work force. Length of service and the employee’s preference will be considered in scheduling vacation, to the extent possible.
- Advances of vacation time, sick leave and personal leave are not permitted unless approved by the President.

The provisions of this section relating to Personal Leave and Vacation may be modified by the requirements of the Family Medical Leave Act or other federal statutes.

## **10. FAMILY AND MEDICAL LEAVE ACT**

The federal Family and Medical Leave Act entitles eligible employees to take up to 12 weeks of family and medical leave over a 12 month period. FMLA leave is a period of time during which eligible employees can be absent from work with job protection for the following purposes:

- To care for a newborn child or a newly adopted or newly placed foster care child, as long as the leave is taken in the 12 months following the child's birth or placement;
- To care for a child, spouse, or parent who has a serious health condition; or
- To allow employees time to attend to their own serious health conditions that leave them unable to perform their jobs.

### **Eligibility**

To be eligible for FMLA leave, an employee must:

- Have worked for the Company for at least 12 months; and
- Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave; and,
- Work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

### **Requesting Leave**

Employees who know they will need FMLA leave must give their supervisors 30 calendar days' advance notice if possible. However, employees drawing paid sick leave or vacation leave do not have to give any more notice than is required under those policies. Employees who are not certain they have enough paid leave available to last for their entire absence need to complete a "Request for FMLA leave" form and submit it to the supervisor. Employees who cannot foresee the need for FMLA leave 30 days in advance must give as much notice as they can. This generally means notifying the Company within one or two workdays of the time an employee first learns of the need for leave.

### **Health Care Provider Certification**

Employees who request FMLA leave because of a serious health condition, whether their own or a family member's, also must submit a completed "Certification of Health Care Provider" to the supervisor within 15 days of

requesting leave. The Company uses the Department of Labor's standard form for certification purposes.

### **Amount of Leave**

Employees can take up to 12 weeks of FMLA leave in a 12-month period.

However, where a husband and wife both work for the Company, the two employees are limited to a combined total of 12 workweeks of family leave to cover the time off they need for the following reasons:

- for the birth and care of a child;
- for the placement of a child for adoption or foster care, and to care for the newly placed child; and,
- to care for an employee's parent who has a serious health condition

However, each employee is eligible to take any unused portion of the 12 weeks for his or her own serious health condition, the care of a seriously ill child, or the care of the other spouse.

### **Compensation and Benefits During Leave**

FMLA leave is unpaid unless it is taken together with accrued paid leave. Employees may choose, or the Company may require them, to submit any accrued vacation or other paid leave FMLA leave for all or a portion of the leave period.

Employees taking unpaid leave under the FMLA are entitled to receive health benefits on the same basis as before their leave began, but may be required to repay that part of the premium paid by the Company if they fail to return to work after their entitled leave for reasons unrelated to the circumstances that required them to take leave in the first place. Accordingly, if enrolled in the Company group health plan, employees must pay their portion of health care premiums while on leave, whether they are receiving a paycheck or not. Employees receiving paychecks for accrued leave will continue to have deductions made for health plan coverage. Employees not taking accrued paid leave will be responsible for paying their portions of the premiums for every week in which they do not receive a paycheck.

FMLA leave does not cause employees to lose any previously accrued employment benefits.



### **Reinstatement Following Leave**

On returning from an FMLA leave of absence, employees normally are restored to their original or equivalent positions with equivalent pay, benefits, and other terms of employment. The only exceptions are for certain key employees, who are notified that they will not be eligible for reinstatement as soon as that determination is made. Generally, employees who take FMLA leave are reinstated to their former or equivalent positions unless their reinstatement causes the Company substantial and grievous economic injury.

The Company may require periodic reports from employees out on FMLA leave regarding their status intention to return to work and a certification from their health care provider that they are able to resume work. Upon return, absent special circumstances employees will be restored by the Company to their previous positions with equivalent employment benefits and pay.

### **Compliance with FMLA Requirements**

This policy is intended to comply with FMLA and should be interpreted in light of regulations implementing that act. In particular, terms used in this policy have the meanings that are given in the federal regulations implementing FMLA.

### **Effect of State Law**

The Company complies with all provisions of the state and local laws applicable in areas where it operates or does business.

## 11. MILITARY LEAVE

### **General leave and reemployment rights:**

The Company grants unpaid military leave of absence to employees who enlist for up to five years of active duty in the United States military or who miss work because of reserve or National Guard training or a call-up to active duty. The Company is committed to protecting the job rights of employees absent on military leave. This policy will be used in accordance with any applicable state laws.

### **Notification of absence:**

Employees who will be absent because of military obligations should request military leave as far in advance as possible.

### **Pay during leave:**

While absent on military leave, employees remain in good standing, but do not receive pay. Employees do not receive pay for any holidays falling during the period of their absence.

### **Health plan coverage during leave:**

During an unpaid military leave of absence, the Company will continue to subsidize an employee's group health care benefits for up to 30 days. The employee will still be responsible for paying his or her share of the premium. Employees absent on military leave for 31 days or longer are eligible for family health benefit coverage from the military. They also can arrange to continue their coverage under the Company's group health plan, if enrolled, for up to 18 months. Employees opting to continue coverage under the Company's health plan (COBRA coverage) will be responsible for paying the full premium.

### **Impact of leave on other benefits:**

Employees on military leave do not accrue vacation or sick leave.

### **Use of accrued vacation:**

Employees who have accumulated vacation leave can schedule vacation at the same time as military leave and be paid. However, employees are not required to use their vacation time while on military leave.

## **12. JURY DUTY**

All employees who are summoned to jury duty may perform this duty without penalty. You must submit to your supervisor a copy of the summons to serve as soon as you receive it. In addition, you must submit proof of service to your supervisor when the period of jury duty is completed.

The company will not attempt to have any employee's service on a jury postponed. You are expected to return to work if you are released early on any day while serving as a juror.

Absences for jury duty must be so noted on the employee's time sheet by the supervisor for each pay period in which this form of absence occurs.

Employees will be compensated for jury duty to the extent required by applicable law.

### **13. DISCIPLINE AND TERMINATION**

THE FOLLOWING ARE GROUNDS FOR DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION:

- Leaving work during regular working hours without permission;
- Refusal to work overtime when a reasonable request is made;
- Malicious damage to company property or a job site;
- Sleeping on the job;
- Gambling on Company property or a job site;
- Insubordination by refusing a supervisor's order;
- Assault on a supervisor or other employees;
- Threatening, intimidating or coercing other employees or supervisors;
- Possession of controlled substances on Company property or a job site;
- Reporting to work under the influence of alcohol or controlled substances;
- Drinking alcoholic beverages or using controlled substances on Company property or a job site;
- Drinking alcoholic beverages or using controlled substances during working hours;
- Falsifying an application for employment;
- Theft of property from Company or other employees;
- Possession of firearms or illegal weapons on Company property, vehicles, or job site;
- Violation of any Company policy.

The activities listed above are not intended to be exclusive in that there are many activities that could result in disciplinary action up to and including termination.

## **14. DRUG-FREE WORKPLACE POLICY**

The Company provides a safe and productive work environment for all employees. Because substance abuse at work or away from work can seriously endanger the safety of employees and adversely affect the Company's business, the specific purpose of this policy is to outline the methods for maintaining a work environment free from the effects of alcohol, drug abuse and other substances that adversely affect the mind or body. This policy will outline prohibited drug-related activities and the type of testing that is required for employment with the Company.

### **Prohibited Activities**

- The Company prohibits the unlawful use, possession, sale, or transfer of drugs or controlled substances, including, but not by way of limitation, marijuana, opiates, (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines.
- Further, employees shall not possess alcoholic beverages in the workplace or consume alcoholic beverages in association with the workplace or during working hours.

However, the use of prescription drugs, when taken as directed by a licensed physician, shall not be a violation of this policy. Employees taking any prescription medication that may affect the safe performance of job functions (e.g., the safe operation of construction equipment) shall inform their supervisors.

Any employee of the Company who has been charged or indicted under any criminal drug statute must report that charge or indictment to the Company no later than five (5) days after the charge or indictment.

### **Circumstances under which drug screening may be required**

#### ***Pre-Employment Testing***

A pre-hire condition of employment with the Company shall include a urinalysis test to detect the presence of illegal drugs in the system. A laboratory specified by the Company will perform this test. Any applicant who fails this test will not be hired.

### ***For Cause Testing***

Current employees will be asked to submit to a drug screening test if cause exists to indicate that their health or ability to perform work might be impaired. Factors that could establish such cause include, but are not limited to:

- Repeated failure to follow instructions or operating procedures;
- Violation of company safety policies;
- Involvement in an accident or near accident;
- Discovery or presence of illegal or suspicious substances or materials in an employee's workplace;
- Odor of alcohol and/or residual odor peculiar to some chemical or controlled substances;
- Unexplained and/or frequent absenteeism; and
- Arrest or conviction for violation of a criminal drug statute.

### ***Random Testing***

From time to time employees may be chosen at random to take a drug test.

### ***Post-Accident Testing***

All employees involved in reportable accidents will be tested for the use of controlled substances and/or alcohol as soon as possible after the accident. This testing also applies to work-related accidents. Any employee who is seriously injured and cannot provide a specimen at the time of the accident must provide the necessary authorization for obtaining hospital records and other documents that would indicate whether there were controlled substances in the employee's system.

### **Employee Cooperation**

As a condition of employment, every applicant or employee must cooperate with a request to undergo testing. **By accepting employment the employee agrees to comply with the policies of the Company.** For purposes of this policy, the term "refusal to cooperate" includes, but is not limited to, a refusal to undergo testing, a refusal to sign the requisite authorization for screening, a refusal to sign any other required documentation, any attempt to tamper with the tests, the making of any misrepresentation or false statement at any point during the testing process, and the failure to provide accurate and complete information during the testing process. Any employee who refuses to cooperate in drug and alcohol testing, and/or refuses to undergo drug or alcohol testing under the Company's policies will be subject to disciplinary action, up to and including immediate discharge.

## **15. POSSESSION OF WEAPONS**

Possession of firearms, weapons, explosives or explosive material is strictly prohibited including, but not limited to, brass knuckles, illegal knives and other prohibited weapons. No personal firearms are allowed on company property, vehicles or job sites except with specific authorization for security or law enforcement reasons. Possession of such items will be grounds for disciplinary action up to and including termination.

## 16. ELECTRONIC MEDIA POLICY

This policy applies to electronic media and services used within the Company and does not supersede any state or federal laws or any other Company policies. Electronic media and services are provided by the Company and are Company property, and their purpose is to facilitate Company business. This policy applies to all employees of this company.

### Policy Scope

The electronic media and services policy includes, but is not limited to:

- Computers
- Telephones
- Cellular phones
- Voice-mail
- E-mail
- Fax machines
- External bulletin boards
- Internet

The following policy applies to all electronic media and services that are:

- Accessed on or from Company premises
- Accessed using Company computer equipment or via Company-paid access methods and/or
- Used in a manner that identifies the individual with the Company.

### Employer Monitoring Rights

The Company will routinely monitor usage patterns for both voice and data communications. The Company reserves the unlimited right to review any employee's files, messages and usage. This is necessary to ensure that electronic media and services are being used in compliance with the law and Company policies.

### Policy Guidelines

- Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system. E-mail messages should



be removed weekly. Retention of messages fills storage space on computers and can slow down performance.

- Confidentiality must be observed regarding the electronic communications of fellow employees, the Company and third parties. Unless directed by company management, no attempt should be made to read or hack into other people's logins or systems, crack passwords, breach computer or network security measures, or monitor electronic files.
- In the event of an employee's absence, the employee must provide all security measures - including all passwords and encryption keys - that are used on a company-supplied personal computer to the supervisor.
- Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner or in the case of a single copy for reference use only.
- Any messages and information sent by electronic network are statements that may be inaccurately attributed to the Company. Employees must use caution to avoid using Company equipment for purposes unrelated to Company business. Incidental personal use will be tolerated only as long as it does not affect the Company's goals and is not abused.
- Resources of any kind, including freeware, shareware, software and hardware should not be accessed, downloaded, added or removed without prior approval from the Company. This also includes updates, patches, service packs, downloads or employee-owned software. The Company will provide service and maintenance.
- Electronic media may not be used for knowingly transmitting, retrieving or storing any communications (image or text) which are of a discriminatory or harassing nature, derogatory to any individual or group, obscene or X-rated, of a defamatory or threatening nature, non-company-related animated executables or graphics, "chain letters", for any personal monetary interests or gain, or for any other purpose

which is illegal or against company policy or contrary to the Company's interest.

- Access to electronic media and services is a privilege, not a right. As such, the privilege may be revoked at any time and for any reason. Abuse of this access can lead to discipline up to and including termination.

## **17. CONFIDENTIALITY POLICY**

The Company operates in a highly competitive and limited market. The Company's business procedures, internal policies, cost/pricing data, marketing techniques, and names of the Company's customers are considered proprietary data representing trade secrets. Tremendous effort is made by the Company and the Government to prevent the public release of this information; as such disclosure would be extremely harmful to the Company's competitive position. It is Company policy that employees should not discuss Company business matters outside the organization, except when necessary in the normal course of business.

Information concerning the activities or operations of the Government or other Company customers is confidential. The operation of the Company shall not be discussed with outsiders, and particularly not with competitors or subcontractors. Any and all data pertaining to Company systems and methodologies must be treated with this level of confidentiality.

Access to sensitive Company information is limited to those employees with a specific "need to know" about these areas. Unauthorized employees are prohibited from attempting to obtain or observe this information.

Employees handling confidential information or documents are personally responsible for security measures. Extreme care must be exercised to ensure safeguards protecting the Company and its customers from the unauthorized disclosure or release of confidential information.

Employees with access to the Company's contract proposals, in whole or in part, are cautioned that all aspects of such proposals (content, text, format, graphics, etc.) are considered highly sensitive and proprietary trade secrets. Illegal disclosure of such proposal data outside the Company, or to unauthorized personnel within the Company, is strictly prohibited.

Nothing contained in this policy is intended to prohibit the disclosure of information about the Company that is routinely made available to the public, such as the nature of the Company's services, points of contact, or hours of operation.

Violation of this policy will result in legal action against the employee and/ or disciplinary action up to and including termination.

## **18. NON-COMPETE POLICY**

All salaried employees, upon being hired, will sign a non-compete agreement as a part of their hiring paperwork. In this agreement, the employee agrees not to compete directly or indirectly with the business of the Company and its successors and assigns during the period of employment and for a period of one year following termination of employment, notwithstanding the cause or reason for termination. Employment with the Company is considered exclusive. Employees may not permit their names or resumes to appear in contract proposals offered by any other company. Employees may not compete with the Company by submitting independent bids or proposals while employed by the Company. Violation of these restrictions during employment will be grounds for immediate dismissal.

Proprietary Company information gained during employment may not be used to compete with the Company at any future time, whether or not the employment relationship is still in effect. Violation of this agreement will result in legal action against the employee, and/ or disciplinary action, up to and including termination.

The term “not compete” as used in the agreement shall mean that the employee shall not own, manage, operate, consult or be employed in a business substantially similar to, or competitive with, the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment.

The employee acknowledges that the Company shall or may in reliance on this agreement provide employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

This non-compete agreement shall extend only for a radius of 50 miles from any location where Company conducts business and shall be in full force and effect from the first day of employment until one (1) year after the termination of employment.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

## **19. SAFETY AND HEALTH**

The Company is committed to providing a safe and healthy workplace for all of its employees. The Company complies with all applicable requirements issued by the federal Occupational Health and Safety Administration and the state and implements a site-specific safety and health program for each of its facilities. Management and all employees working at the Company share the responsibility for the success of the safety and health program. The objective of the safety and health program is to reduce or eliminate disabling injuries and illnesses. It is the policy of the Company to exercise appropriate precautions necessary to protect employees from accidents.

Adherence to the Company's published Safety Plan is mandatory for all employees and subcontractor personnel. Negligence or direct violation of the Safety Plan is grounds for dismissal. A copy of the Safety Plan is kept at each site office, and it is crucial that you know this plan well and abide by its regulations. All employees are responsible for job safety, and failure to notify proper personnel of observed or possible safety violations may be regarded as a failure to comply.

In case of an accident, no matter how minor it may seem, all employees must immediately report to their supervisor any injury or illness, regardless of severity. Each site will have a designated local medical facility to which injured employees can be sent if medical assistance is needed. Employees may have to take a post-incident drug test if there is a reasonable possibility drugs or alcohol could have contributed to the injury or illness. Supervisors must work with the employee to complete a First Report of Injury, which must be sent to the Safety Director within 8 hours of notification of the injury or illness.

Employees are expected to take an active role in promoting workplace safety. If you witness an accident or an unsafe working situation, you must report it promptly to your supervisor. You should take note of where the fire extinguishers, first-aid kits, and emergency exits for your department are located.

If you have any questions or comments about safety, alert your project manager, supervisor or the safety director.

The following pages of this section contain some questions and answers and an outline of the Company's policy concerning hazardous substances in the workplace.

## **Employee Rights and Responsibilities under “HazCom”**

**What is HazCom?** The OSHA Hazard Communication Standard (HCS) requires that all employees receive training about the hazardous substances they work with and how to protect themselves from injury or illness.

**What hazardous substances are present on construction sites?** Many common construction products are considered hazardous. Most will fall into five broad hazard categories: flammables & combustibles, compressed gases, systemic poisons, corrosives, and irritants, dusts & fumes.

**How do I know which products are hazardous?** All hazardous products must have a label that explains the dangers of the product. These labels will be tagged with such words as “caution,” “warning,” “corrosive,” “danger,” “toxic,” “flammable,” etc. The labels will also tell you the proper way to use the product. In addition, each hazardous product has a Safety Data Sheet (“SDS”) that explains the dangers of the product in more detail. The Company has a file of Safety Data Sheets which is available for you to review.

**What do I need to know when working with hazardous substances?** There are only three ways a hazardous substance can hurt you: if you breathe it, eat it, or touch it. When working with these substances, you must always follow the Company’s safety rules and the guidelines outlined on the labels and SDSs. Make sure that you wear the necessary protective gear and have adequate ventilation when working with hazardous substances. You should also know what to do in case of an emergency or accident.

**What if I’m just working around someone else who is using hazardous substances?** Even if you are only near someone who is using hazardous products, you still need to protect yourself. Make sure that you have protective gear such as a mask or respirator and make sure there is good ventilation.

**How do I know what my employer is supposed to do under HazCom?** Every employer has a written hazard communication program that outlines his responsibilities under the HazCom rule. These include an inventory list of all hazardous products the employer is using. The written program is available for you to review in the Safety Manual kept at the jobsite.

## **Hazard Communication Program**

A copy of the Company's written Hazard Communication Program is kept at the jobsite office. Key points of the program include:

### **List of Hazardous Chemicals**

The Job Superintendent will compile a list of all hazardous chemicals that will be used on the worksite by reviewing container labels and Safety Data Sheets. The list will be updated as necessary throughout the project. It will be kept in the site office in the SDS binder.

### **Labeling**

It is the policy of the Company to ensure that each container of hazardous chemicals on a jobsite is properly labeled. The label will list the contents of the container, appropriate hazard warnings, and the name and address of the manufacturer and importer. To further ensure that employees are aware of the chemical hazards of materials used in their work areas, it is our policy to label all secondary containers. Secondary containers will be labeled with either an extra copy of the manufacturer's label, or with a generic label that lists the container's contents and appropriate hazard warnings. The Superintendent will have the responsibility for ensuring that all containers are properly labeled.

### **Safety Data Sheets**

Copies of Safety Data Sheets for all hazardous chemicals to which employees may be exposed are to be kept in the site office and are to be readily accessible to employees in the work area during each shift. The Superintendent is responsible for obtaining, maintaining, and updating the sheets in the SDS file.

### **Employee Training**

Employees are to receive an initial training on hazardous chemicals in their work area within 24 hours of the employee's hire date. This initial training will cover the following:

- An explanation of the Company's HAZCOM program and how it is carried out.
- Information on which hazardous substances are in the work area.
- Instruction on how to read and interpret information on SDS sheets and container labels.
- Explanation of the physical or health hazards associated with the use of a hazardous substance or mixture being used in the work area.

- Proper precautions for handling, including specific procedures the Company has set up to protect workers from exposure; such as personal protective equipment and work practices.
- Proper procedures for reporting any releases or potential releases of hazardous substances.
- Emergency procedures for spills, fires, disposal and first aid.
- Methods of detecting the presence of a hazardous substance in the workplace.
- The details of the written Hazard Communication Program given in the Employee Handbook, and
- The availability and location of the SDS sheets or other information.

When a new type of product is introduced into a work area or the chemical composition of a product changes, the Superintendent will review the above items as they are related to the new chemical.

### **Non-Routine Tasks**

Periodically, employees are required to perform non-routine tasks. Prior to starting work on such projects, each affected employee will be informed by the Superintendent of construction about hazards to which they may be exposed and appropriate protective and safety measures.

### **Informing Other Employers**

To ensure that the employees of other contractors have access to information on the hazardous chemicals at the jobsite, it is the responsibility of the Superintendent to provide the other contractors with the following information:

- The location where the SDSs are kept;
- The name and location of the hazardous chemicals which we are using to which their employees may be exposed and any appropriate protective measures required to minimize their exposure; and
- An explanation of the labeling system used at the jobsite.

Each contractor bringing chemicals onto a jobsite must provide us with the appropriate hazard information on those substances to which our own employees may be exposed.



## **20. BENEFITS**

### **Health, Dental and Vision Insurance for Salaried Employees**

All full-time employees are eligible to participate in the Company's group health insurance, dental and vision plans the 1<sup>st</sup> of the month after their date of hire. Information about the plans and enrollment materials will be provided when an employee becomes eligible for participation. Enrollment materials must be returned as soon as possible to Human Resources at the corporate office to avoid any delays in enrollment.

In addition, all full-time employees are eligible to participate in the Company sponsored SIMPLE IRA the 1<sup>st</sup> of the month after their date of hire.

Employees wishing to decline health insurance coverage or SIMPLE IRA must indicate this on the enrollment forms and return the signed forms to Human Resources at the corporate office.

### **Employee Responsibilities**

All employees are responsible for making sure that the appropriate deductions are being made from their paychecks for health insurance or other benefits for which they are eligible.

