

**INFORMATION HANDBOOK**  
**FOR**  
**EMPLOYEES**  
**OF**  
**TALLEY CONSTRUCTION CO., INC.**  
**AND SUBSIDIARY COMPANY**

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

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## FOREWORD

We believe in keeping employees fully informed about our policies, procedures, practices, benefits, what employees can expect from the company, and the obligations assumed as an employee of TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY. This practice is designed to provide fair treatment of employees. All employees are expected to become familiar with the policies, procedures, practices, and benefits of TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY. This handbook is intended to provide employees with basic information. The policies and practices described in this handbook reflect a great deal of concern for the people who make it possible for TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY to exist ... **its employees.**

Nothing contained in this handbook is intended to create a contract (express or implied), or otherwise to create legally enforceable obligations on the part of TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY or its employees.

Because TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY is a growing, changing organization, it reserves full discretion to add to, modify, or delete provisions of this handbook at any time without advance notice. For this reason, employees should check with the Human Resources Administrator to obtain current information regarding the status of any particular policy, procedure or practice. No individual other than the President of TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY has the authority to enter into an employment agreement or any agreement that modifies company policy. Any such modification must be in writing and must be signed by the President of TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY.

All employment at TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY is at will. At will means that both employees and TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY have the right to terminate employment at any time, with or without advance notice, and with or without cause. No one other than the President of TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY has the authority to alter this agreement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the President of TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY.

Descriptions of various fringe benefits [such as group insurance] are summaries only. Should the descriptions in this handbook differ with any formal agreement or document involved, the formal agreement or document shall be considered correct.

The policies, procedures, practices and benefits described replace all earlier written and unwritten ones.

# **SECTION 1 EMPLOYMENT**

## **APPLICATION FOR EMPLOYMENT**

All candidates for employment with TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY (often referred to as THE COMPANY) must fully complete, date and sign the company's standard employment application form to verify the accuracy and completeness of previous employment and personal information. The company may investigate any portion of the requested information and may deny or later terminate the employment of anyone giving false, misleading or incomplete information. An employment application form completed by an applicant not selected for available openings will be maintained in an active file and reviewed as suitable openings occur.

## **CONFIRMATION OF PREVIOUS EMPLOYMENT**

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

## **COMPLIANCE INFORMATION**

In order for the company to comply with federal government regulations regarding its practice to employ people without discrimination, it is necessary for the company to compile and maintain detailed information on each formal candidate for employment and those who are hired. This information will include the candidate or employee's sex, race and veteran's status, including service in the Vietnam era.

## **IMMIGRATION LAW COMPLIANCE**

THE COMPANY is committed to employing U.S. citizens and aliens who are authorized to work in the U.S., and will not unlawfully discriminate on the basis of citizenship or national origin. As a condition of employment and in compliance with the Federal Immigration Reform and Control Act (IRCA) of 1986, each new employee must complete an Employment Eligibility Verification form (I-9) and present documents that establish identity and employment eligibility.

Identity documents include current state-issued driver's license, a state-issued identification card, or similar document such as a voter's registration card, or military service record. Employment eligibility documents include Social Security card, birth certificate, or immigration document. If proper identity and employment eligibility documents are not provided, an employee will not be allowed to continue employment.

## **MEDICAL EXAMINATION**

To help ensure that employees are able to perform their duties safely, medical examinations may be required. When a medical examination is requested, a company-appointed physician, at the company's expense, will conduct the medical examination. Employment is conditional pending receipt of physician's report.

## **DRUG TESTING**

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

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

Employees may be expected to drive company vehicles and must provide the company with current and acceptable motor vehicle driving information. Employment and/or assignment will be conditional pending the receipt of a satisfactory report from the appropriate State Department of Transportation.

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is the policy of THE COMPANY to promote and ensure equal employment opportunity for all persons regardless of race, color, sex, national origin, religion, age, disability or sexual orientation. Further, THE COMPANY does not maintain or provide for its employees any segregated facilities at any of its establishments, and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Managers and supervisors at all levels share, with the Human Resources Management staff, the responsibility to ensure equal employment opportunity, and are held accountable for achieving THE COMPANY adherence to this policy objective.

THE COMPANY is built upon teamwork and equal opportunity. We are proud of the fact that we extend equal employment opportunities to all qualified employees and applicants for employment without regard to race, color, religion, sex, age, national origin, or disability which may be reasonably accommodated as required by law.

We work hard at THE COMPANY to promote the fulfillment of human potential and equal employment. We will take action to ensure that all qualified minority group individuals are given the opportunity to know of openings, are encouraged to seek promotions, and are considered for promotion opportunities.

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

## **AFFIRMATIVE ACTION PLAN**

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

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

THE COMPANY has designated Faith S. Gillespie as its Equal Employment Opportunity Officer, who is responsible for coordinating all aspects of the Equal Employment Opportunity process to assure non-discrimination and compliance with all applicable orders and guidelines. Questions and/or complaints should be directed to the company's EEO Officer.

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

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

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

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

To comply with the employment provisions of the Americans with Disabilities Act, THE COMPANY will:

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

## **ON THE JOB TRAINING**

Occasionally, opportunities are available for employees to upgrade their skills by using the On The Job Training program. This program has three objectives:

- To fill the continuing need for trained workers in the construction industry.
- To provide training, employment and upgrading opportunities for workers, especially the disadvantaged and minorities.
- To demonstrate that equal employment opportunity exists at THE COMPANY.

Supervisors will advertise these opportunities for On The Job Training when they become available, and notices will be posted on the company bulletin boards. Interested employees are encouraged to request more information from their supervisor or from the office of human resources. Women and minorities are encouraged to take advantage of this program. Trainees will be chosen from the field of applicants through interest, ability and work history, with no discriminatory procedures. The best applicant will receive the position.

## **CATEGORIES OF EMPLOYEES**

Employees are designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws and do not receive overtime pay. In addition, employees are divided into the following categories for the purpose of compensation and benefit eligibility:

### **FULL TIME**

Employees hired full time (thirty [30] hours or more) on a full work week basis for continuous and indefinite periods of time are considered full-time.

### **PART TIME**

Employees whose work schedule is less than full time (less than thirty [30] hours) on a full work week basis for a continuous and indefinite period are considered part-time. Part-time employees are eligible for benefits by specific reference only.

## **BENEFIT ELIGIBILITY**

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

- Full-time employees are entitled to the benefits stated in this handbook provided they qualify for each individual benefit.
- Part-time employees are entitled to those benefits specifically designated.

## **ORIENTATION**

Following the acceptance of employment, the Supervisor will discuss job duties and areas of responsibility with a new employee. A copy of the Information Handbook for Employees will be given to each employee to read and review. After review, each employee must sign the two copies of the statement acknowledging his/her receipt of and his/her understanding of the Handbook. One signed/witnessed copy of this acknowledgement will remain in the employee's handbook. The other

signed/witnessed copy of this acknowledgement must be returned within ten (10) days of the commencement of employment. This copy will become a part of the employee personnel file. The Handbook itself remains the property of THE COMPANY and must be returned upon separation from employment.

### **EVALUATION PERIOD**

During the first ninety (90) days of employment, THE COMPANY and each new employee are given an opportunity to evaluate whether the employment relationship should continue.

Before the end of this 90-day period, the employee's performance will be evaluated. An employee who satisfactorily completes the evaluation period will be notified by his/her Supervisor of his/her employment status. During the evaluation period, an employee may voluntarily terminate employment without notice, or if the performance of the employee is not satisfactory, the employee may be released with or without notice.

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

### **PAYROLL INFORMATION**

Following the acceptance of employment, each new employee will be given federal and state tax forms to complete. The completed forms, the employment application form, and information regarding starting pay, starting date and any other pay or benefit information will be forwarded to the Human Resources Department.

### **ANNIVERSARY DATE**

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

### **EMPLOYEE INFORMATION**

Employees are asked to help keep the company informed about any major change, which may affect their employment status. Each employee is responsible for promptly notifying the company of important changes in personnel data.

Personnel data should be current and accurate at all times and any change of the following should be reported to the Human Resources Department:

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

### **EMPLOYMENT-AT-WILL**

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

employees may not fulfill the operational needs of the company or changed circumstances may reduce available employment opportunities, which may result in involuntary terminations. We sincerely hope that none of these situations occur, but realistically we have to acknowledge that the possibility does exist. Therefore, the right of the employee or the company to terminate the employment relationship at will is recognized and affirmed as a condition of employment.

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

## **PERSONNEL FILES**

THE COMPANY will maintain a file on each employee. Personnel files are the property of THE COMPANY and will be treated the same as any other confidential company information. The following provisions apply with respect to the company's standards for establishing, maintaining, and handling employee personnel files:

- ❑ All official records concerning an employee will be kept up to date insofar as possible and all employees shall promptly report all pertinent personal information and date changes to the Human Resources Department.
- ❑ Employees will be permitted to review their personnel files as permitted by applicable laws.
- ❑ Information regarding the medical condition or history of an employee will be kept with restricted access.
- ❑ The personnel file of an employee terminating employment will be maintained in accordance with applicable state and federal laws.

## **CONTENTS OF PERSONNEL FILES**

Employee personnel files may include the following:

- ❑ Original employment application
- ❑ Employment Eligibility Verification (Form I-9)
- ❑ Performance appraisal reports
- ❑ Disciplinary action notices
- ❑ Special commendation information
- ❑ Educational achievement records
- ❑ Status changes affecting employee's work and salary history
- ❑ Employee's resume (if submitted)
- ❑ Signed/Witnessed copy of receipt of handbook
- ❑ Other relevant documents as determined by Human Resources

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

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

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

## **MANAGEMENT REVIEW OF PERSONNEL FILES**

All information in employee personnel files is considered confidential. This information will only be available to the Human Resources Department, the employee, senior management personnel,

and supervisors or managers who are responsible for the employee. Any violation of this policy is considered a very serious offense.

### **EMPLOYMENT OF MINORS**

The following provision applies with respect to the company's employment age requirements: The company will fully comply with the Child Labor Provisions of the Fair Labor Standards Act and applicable state statutes, which govern the employment of minors. This law states that no person under the age of 18 may work in a job that is considered by the Department of Labor to be hazardous.

## **SECTION 2 WORKING HOURS AND PAY**

### **WORKING HOURS**

The Immediate Supervisor will determine an employee's hours of work. Workdays may include Saturdays, Sundays and Holidays. Each employee is expected to complete a normal workday and week including whatever reasonable additional hours are required to meet company needs.

### **OVERTIME**

Employees may be scheduled to work overtime when operating requirements or other needs cannot be met during regular working hours. Whenever possible, advance notification will be provided. Non-exempt employees will be paid overtime compensation in accordance with federal and state wage and hour provisions.

### **REPORT-IN PAY**

In the event an employee reports for work and weather or circumstance prevents work that day, the employee will be paid for two (2) hours short time.

### **PAY PERIOD AND PAYMENT**

The pay period is weekly. Personnel are normally paid on Friday for work performed Sunday through Saturday of the previous week.

### **RECORDING TIME WORKED**

Government regulations require that the company keep an accurate record of time worked by employees in order to calculate pay and benefits. Non-exempt employees are required to report in to the Supervisor when they report to work and report out when they finish. The Immediate Supervisor will maintain time sheets. Questions should be discussed with the Immediate Supervisor.

It is a violation of company policy for one employee to report another employee's time, alter another employee's time sheet, or alter his/her own time sheet without permission.

### **UNEXCUSED ABSENCE**

Disciplinary actions may result from unexcused absence. These disciplinary actions may include verbal reprimands, written reprimands, suspension without pay and/or termination. If any employee had three (3) consecutive days of unexcused absence, it will be assumed that the employee resigned and employment will be terminated as of the last day worked.

### **ATTENDANCE AND TARDINESS**

Regular and on-time attendance is expected for efficient operations at THE COMPANY. While it is recognized that an occasional illness or extenuating personal reason may cause unavoidable absence from work or tardiness, regular on-time attendance is required for continued employment. Tardiness applies to returning from lunch and/or break periods as well as the beginning of the workday. Disciplinary actions may include verbal or written reprimands, suspension without pay and/or termination.

**Employees are expected to personally make the effort to notify the company of any absence or tardiness.** Any employee who fails to maintain an acceptable attendance record may be subject to disciplinary action.

## **FAMILY EMERGENCY**

In the event the Human Resources Department receives word of an emergency related to a member of an employee's family, the employee will be notified as soon as possible. Arrangements will be made to contact the employee, and, if necessary, arrange for the employee to return home immediately.

## **SEVERE WEATHER CONDITIONS AND EMERGENCY CLOSINGS**

Occasionally, severe weather or emergency situations [such as rain, snow, fire, power failure or flooding] may disrupt company operations and necessitate early closing, late opening, or cancellation of work. A determination on opening or closing will be made at the discretion of senior management.

## **PERFORMANCE EVALUATIONS**

Performance of employees will be evaluated periodically by management, consisting of an interview during which an employee's strengths and weaknesses are discussed and evaluated and recommendations for improvement are made. These interviews may also identify the short and long-range goals of employees and management. Immediate and Senior Management must approve any recommendation for promotion or increase in pay.

## **PAYROLL DEDUCTIONS FROM GROSS PAY**

The company will make payroll deductions for the following:

- Federal and State Income taxes, Social Security and Medicare taxes.
- Past due taxes
- Garnishments (including child support) or other court ordered wage deductions
- Employee's portion of pre-tax group insurance premiums
- Loss, misuse, damage or destruction of company property
- 401(K) Retirement Savings Plan contributions
- Voluntary pre-tax Insurance Premiums

The employee must authorize any deductions (other than statutory deductions). All deductions will be itemized on the employee's paycheck stub. Questions regarding payroll deductions should be directed to the Human Resources Department.

## **ERROR IN PAY**

THE COMPANY takes precautions to ensure that employees are paid correctly; however, if an error does occur, the employee should notify his/her Immediate Supervisor and the Human Resources Department. The company will make every attempt to adjust the error no later than the employee's next regular pay period.

## **GARNISHMENT OF EMPLOYEE WAGES**

Garnishments are court orders requiring an employer to withhold specified amounts from an employee's wages for payment of a debt owed by the employee to a third party. State law requires the company to honor garnishments of employee wages (including child support) as a court or other legal judgment may instruct.

## **AUTHORIZED CHECK PICKUP**

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

## **SECTION 3 BENEFITS**

The company provides a well-balanced program of benefits designed to meet the needs of employees and provide protection from financial hardship. Full-time employees are eligible for benefits provided by the company if they meet specific requirements. The information contained in this handbook regarding employee benefits is not a contract to provide these benefits to any employee.

At the present time, THE COMPANY pays for a significant portion of the cost of employee benefits. Questions concerning benefits and/or insurance claim information should be directed to the Human Resources Department.

The terms of the benefit plans described are subject to change at any time by the insurer(s) or THE COMPANY.

### **GROUP HEALTH INSURANCE**

Group health insurance is available to all full-time employees. Coverage will become effective on the first (1<sup>st</sup>) day of the month following ninety (90) days of continuous employment.

At the present time, the company pays a significant portion towards the cost of premiums for coverage on employees and their eligible dependents. As health care costs continue to rise, the company will attempt to provide suitable health coverage to its employees. However, when necessary, the company reserves the right to change the portion paid by employees for health insurance premiums.

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

### **GROUP LIFE INSURANCE**

Group life insurance is available to all full-time employees who enroll in group health coverage. Premiums for group life insurance are paid in full by the company. This coverage becomes effective at the same time as the group health insurance. Information will be provided together with the group health insurance booklet. Questions regarding group life insurance should be directed to the Human Resources Department.

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

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

### **PROFIT SHARING PLAN**

This Plan is designed to assist employees in their retirement years. Employees age twenty-one (21) and over are eligible to participate in the company's Profit Sharing Plan on the first day of February or August **after** completing one (1) year of continuous service with the company. Employees will be provided with written information when they become eligible to participate in the Plan along with an annual report from the Plan Administrator. Questions regarding the company Profit Sharing Plan should be directed to Stephanie Huddleston, Plan Trustee.

The company and the Plan Trustee follow the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The company will provide annual reports to participants and to several government regulatory agencies.

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

This program enables employees to save for retirement on a pre-tax basis. Employees may elect to defer from 1% to 15% of their pay. Employees are eligible to participate in the 401(K) Retirement Savings Plan following twelve months of continuous service, and may enter the Plan on either February 1, or August 1.

## **VESTING**

Employee Contributions are 100% vested immediately. All company contributions added to the 401(K)/Profit Sharing Plan account are vested according to the plan documents published and distributed at the time the employee becomes eligible for the plan.

The 401(K)/Profit Sharing Plan is subject to yearly review without prior employee notification. Any changes made to the plan will be published to the employee after the February 1 annual Plan renewal.

## **VOTING**

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

## **FUNERAL LEAVE**

In the event of a death in an employee's immediate family, the employee will be allowed up to three (3) days off without pay in order to assist with arrangements or to attend the funeral

## **JURY/WITNESS DUTY**

When an employee is required to serve as a juror or is subpoenaed to serve as a witness [on company business], time off will be granted only for the time actually necessary to report and serve as a jury member.

- ◆ The employee must notify the Human Resources Department upon receipt of a summons or subpoena so that arrangements can be made to accommodate the employee's absence.
- ◆ A document from the court, which shows the time spent by the employee and the amount paid to the employee, must be submitted to Human Resources.
- ◆ The company will pay the difference between what the court pays the employee and the employee's regular rate of pay for actual civic time served. If salaried, the employee must turn in all pay from the court to THE COMPANY.
- ◆ Verification of an employee being seated on a jury, being detained in a jury pool, or subpoenaed as a witness is required.
- ◆ An employee who is subpoenaed to serve as a witness for reasons not related to company business must do so without pay.
- ◆ If the court dismisses the jury early, the employee is expected to return to work as soon as possible, and is expected to complete a regular work day comprised of civic time and time on the job.
- ◆ Should the employee's work duties with the company be vital to its operation, the company may ask the court to excuse the employee from jury duty.

## **MEDICAL ABSENCES**

The company reserves the right to request an explanatory note from the employee's physician should an absence extend beyond two (2) consecutive working days due to a non-job-related illness or injury.

When an employee is absent from work for more than three (3) consecutive working days, management will review the situation to determine if there is a need to fill the position in the individual's absence.

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

## **FAMILY MEDICAL LEAVE**

In general, an employee who has completed at least twelve (12) months of continuous service with THE COMPANY, and performed at least 1,560 hours of service in the prior 12-month period, is eligible to receive an unpaid family/medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). The following provisions apply with regard to the family/medical leave policy for employees of THE COMPANY:

- ◆ Family/medical leave may be taken only if it is made necessary due to one of the following reasons:
  1. Within twelve (12) months of the birth of a child of the employee in order to care for the child;
  2. Within twelve (12) months of the placement of a child with the employee in connection with adoption or foster care in order to care for the child;
  3. a serious health condition of the employee's child, parent, or spouse;
  4. a serious health condition of the employee.
- ◆ In no instance does the federal law require the company to grant more than a total of twelve (12) weeks of unpaid leave in any consecutive twelve (12) month period.
- ◆ If an employee and his/her spouse both work for THE COMPANY, they would be eligible for a single twelve (12) week period which they can split between them; however, if the need for leave is for their own serious health condition or that of their spouse or child, each would be eligible for a total of twelve (12) weeks.
- ◆ Any leave granted to an eligible employee under this law because of a serious health condition of a family member may be taken consecutively or intermittently depending on the legitimate needs of the employee. The employee must make a reasonable effort to schedule such leave so as not to disrupt the company's business operations.
- ◆ Any leave granted due to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the company and must be completed within one (1) year of the adoption or birth.
- ◆ During the leave, the employer will maintain the employee's health care coverage under the same conditions as coverage would be provided if the employee were continuously employed during the entire leave period. Both the employer and the employee will be responsible for payment of their share of the premium during the leave period.
- ◆ Eligible employees must provide reasonable prior notice to the company when requesting a leave of absence under the law. The company may require an employee to provide certification issued by a licensed health care provider in order to ensure that the employee meets the eligibility requirements.
- ◆ The company is not required to comply with the FMLA to the extent an employee is among the highest paid 10% of employees of the company within a 75 mile radius of any work-site if the company can show that granting the leave would cause substantial and grievous economic injury to its operations.

For more information, contact the Human Resources Department.

## **SOCIAL SECURITY**

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

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

## **WORKER'S COMPENSATION**

Employees of THE COMPANY are covered by Workers' Compensation insurance, which is purchased by the company in the state in which it operates. This insurance provides compensation to an employee for lost wages caused by illness, accidental injury, or death suffered in the course of or as a result of his/her employment with the company in accordance with the laws of the state. The company will comply with all state and federal laws pertaining to Workers' Occupational Diseases and Workers' Compensation.

- ◆ Eligibility - Eligibility for benefits under Workers' Compensation insurance is automatic and is effective on date of hire.
- ◆ Reporting - A report must be filed within 24 hours of the onset of illness or injury.
- ◆ Benefits - Workers' Compensation benefits provide weekly payments based upon a statutorily specified amount of the employee's regular earnings as well as payments for medical and hospital expenses arising out of an occupational illness or injury.
- ◆ Effect on Continuous Service Date - Any time lost by an employee due to an occupational illness or injury covered by Workers' Compensation insurance will be credited as active service for all company benefits.

## **UNEMPLOYMENT COMPENSATION**

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

## **SECTION 4**

### **TRANSFER OF EMPLOYEES, SEPARATION FROM EMPLOYMENT AND LEAVE OF ABSENCE**

#### **TRANSFER OF EMPLOYEES**

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

#### **SEPARATION FROM EMPLOYMENT**

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

The Supervisor will advise the Human Resources Department immediately of the date and reason for terminating an employee. All company property in the employee's possession must be returned to the Supervisor upon separation from employment before the final paycheck is released.

#### **VOLUNTARY RESIGNATION**

Any employee who voluntarily resigns his/her position with THE COMPANY is expected to provide the company with advance written notice of at least two (2) weeks. If the employee does not provide advance notice as requested, the employee may not be eligible for rehire.

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

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

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

The company will issue a check designated as the final payment for all services rendered. The final check will not reflect any time not actually worked.

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

#### **LEAVE OF ABSENCE**

An employee with at least twelve (12) months of continuous service may ask for a leave of absence without pay from the company; however, no employee is guaranteed a leave of absence. Any request for a leave of absence must be made in writing stating a definitive period of time and must be approved (in advance) by the Company President. If the time period requested is longer than the position can be held open, then the employee will be advised at that time that the job may not be available upon the employee's return to work.

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

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

- The employee is responsible for the payment of all insurance premiums for his/her individual coverage and dependent health insurance coverage (if applicable). This money should be paid to THE COMPANY by the first day of each month that the employee is on an approved leave of absence.
- The employee will retain his/her original employment date (continuous service or anniversary date) showing no interruption in service.
- The employee will retain his/her membership in the company's Profit Sharing and 401(K) Retirement Savings Plan up to the amount of time allowed in the Plan.
- If an employee accepts other employment, all of his/her benefits with the company will be terminated.
- Any leave of absence is without pay.

### **REDUCTION OF WORKFORCE**

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

If feasible, but not as a vested right, employees subject to termination will be given a notice prior to the anticipated termination. Upon such termination, any insurance benefits that are required to be offered will be brought to the employee's attention.

## **SECTION 5**

### **WORK POLICIES AND REGULATIONS**

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

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

If any equipment, machines, tools, vehicles, etc. appear to be damaged, defective, or in need of repair, notify the Immediate Supervisor. Unsafe, destructive, careless, negligent, or improper use or operating of equipment may result in disciplinary action up to and including termination of employment.

#### **PERSONAL APPEARANCE/CLOTHING**

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

#### **SMOKING POLICY**

THE COMPANY is dedicated to providing a healthy and productive work environment for our employees as well as a healthy, comfortable environment for our customers. This goal can only be achieved through ongoing efforts to protect non-smokers and to help employees adjust to restrictions on smoking. Therefore, smoking is prohibited throughout company office facilities.

#### **BULLETIN BOARD**

THE COMPANY maintains a bulletin board to keep employees informed of current items of general interest. Employees should check the board regularly.

#### **UNIFORMS**

Specific personnel are provided with uniforms which may be worn at work. The cost of the uniforms is paid for by the company; however, the employee is responsible for returning the uniforms to the company if they are separated from employment. If the uniforms are not returned, the cost will be deducted from the employee's final paycheck.

#### **SAFETY EQUIPMENT**

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

#### **COMPANY TOOLS AND EQUIPMENT**

THE COMPANY will furnish all necessary tools and equipment to complete job assignments and all items remain the property of THE COMPANY and represent a valuable asset of the company. It is the responsibility of the employee to whom tools and equipment are assigned to maintain and safeguard these assets as if they were his/her personal property. If an employee is negligent in the proper storage of tools, materials, or supplies or they are misplaced or stolen, the employee will be asked to replace the item at fair market value or the cost of the item will be deducted from the employee's pay check. When leaving a work area, it is required that all tools be placed back in designated storage areas or removed from the work area and secured in locked storage where available.

## **OUTSIDE EMPLOYMENT**

THE COMPANY makes every effort to keep its employees fully employed. When an employee is on the job, this means that 100% of his/her effort is required. If management feels that outside employment prevents an employee from fulfilling his/her obligations to the company, the employee will be asked to resign from THE COMPANY or to leave his/her outside employment.

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

## **POLICY ON HARASSMENT**

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

One aspect of our policy requiring some clarification is the prohibition of any form of sexual harassment in the workplace. Sexual harassment includes unwelcome sexual advance, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. No employee shall threaten or insinuate, either explicitly or implicitly, that another employee's/applicant's refusal to submit to sexual advances will adversely affect that person's employment, work status evaluation, wages, advancement, assigned duties, or any other condition of employment or career development. Similarly, no employee shall promise, imply or grant any preferential treatment in connection with another employee or applicant engaging in sexual conduct. Sexual harassment also includes unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words, a display of sexually suggestive objects or pictures, sexually explicit or offensive jokes, or physical assault.

Any employee who feels that he/she is a victim of sexual harassment, including but not limited to any of the conduct listed previously, by any supervisor, management official, other employee, customer, client or any other person in connection with employment at THE COMPANY should bring the matter to the immediate attention of the EEO officer. If that would prove to be uncomfortable, an employee may directly contact any other member of management. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and appropriate corrective action taken if warranted.

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

## **ALCOHOL AND DRUGS**

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

## **TWO-WAY RADIOS**

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

## **COMMUNICATION SYSTEMS**

The following office procedures apply concerning THE COMPANY's communications:

- ◆ Company communications equipment is the sole property of THE COMPANY, including mail, electronic mail, facsimiles, telephone systems, computers, Internet connections, computer files, video equipment and tapes, tape recorders and recordings, pagers and cell phones.
- ◆ On line services may be accessed only by employees specifically authorized by THE COMPANY. Employees' on-line use should be limited to work related activities.
- ◆ Employees should not use THE COMPANY's communication services and equipment for personal use except in emergencies or when circumstances warrant it. When personal use is unavoidable, employees must properly reimburse the company for them. Mobile phone should be limited to Company business, except in case of emergencies.
- ◆ Improper use of THE COMPANY's communication services and equipment includes any misuse as described in this policy as well as harassing, offensive, demeaning, insulting, defaming, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.

## **SECTION 6 CONFLICTS OF INTEREST**

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

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

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

### **PERSONAL CONDUCT**

The company expects that all of its employees will conduct themselves with the pride and respect associated with their positions, fellow employees, customers and the company. Employees of THE COMPANY should always use the highest standards of ethical conduct.

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

### **CONFIDENTIALITY**

THE COMPANY is engaged in a business that requires that a strict code of confidentiality of information be maintained. Employees are prohibited from storing information outside the company (either in written or electronic form) about any matter pertaining to the conduct of the company's business which may compromise a customer or the company to outsiders. Any employee who compromises information may be subject to termination of employment.

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

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

## SECTION 7 RULES TO HELP US ALL

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

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

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

### **EXAMPLES OF MISCONDUCT**

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

- ❑ Falsification of any records or reports pertaining to absence from work, claims pertaining to injuries occurring on company premises, claims for any benefits provided by the company, communications or records including personnel and production records.
- ❑ Disclosing confidential information to outsiders.
- ❑ Gambling or fighting on job sites or company property.
- ❑ Unethical conduct or serious conflicts of interest.
- ❑ Defective work.
- ❑ Stealing the company's property, a customer's property or the property of any employee; hiding, concealing or misappropriation of company property or the property of other employees or customers; sabotage or willful damage to company property, of other employees, or customers.
- ❑ Unauthorized use or sale of any company-owned property, salvage material or equipment.
- ❑ Reporting to work under the influence of alcohol or illegal drugs; possession, sale or use of marijuana, illegal drugs or chemicals, or consumption of alcohol while working on job sites, in the office or in company vehicles.
- ❑ Gross negligence or willful acts in the performance of duties resulting in damage to company property or injury to others.
- ❑ Gross insubordination – a willful and deliberate refusal to follow reasonable orders by a member of management.
- ❑ Willfully misusing company property.
- ❑ Violation of the company's equal opportunity or sexual harassment policies.
- ❑ Serious safety violation resulting in injury.
- ❑ Not following a reasonable order or failure to perform work assigned or to comply with work and safety rules.
- ❑ Violation of company policies.
- ❑ Misuse of company equipment.
- ❑ Gaining unauthorized access to company records.
- ❑ Speeding or reckless driving or unauthorized use of company vehicle.
- ❑ Use of threatening, profane or abusive language.
- ❑ Demonstration of lack of courtesy towards other employees, customers or vendors.
- ❑ Not completing assignment up to the quality required by the company.
- ❑ Failure to report personal injury resulting from an on-the-job work situation.
- ❑ Use of mobile phones while working, driving vehicles or operating equipment.

## SECTION 8 SAFETY

THE COMPANY is committed to the safety of its employees and its property and equipment. To this end, we will utilize a safety program in our daily activities. It is necessary that the Company establish safety rules and regulations to be observed by all employees at all times. Any employee who disregards any company safety rule and/or regulation is subject to disciplinary action including termination of employment.

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

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

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

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

### SAFETY RULES

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

- Hard hats will be worn on the job at all times except:
  - While working under an approved rollover protective structure (ROPS) or in an enclosed vehicle cab, or when wearing the hard hat creates a greater hazard than not wearing it.
- Hard-toed shoes will be worn when working on jobs where heavy objects may fall.
- First aid kits are provided on each job. It is the responsibility of the Supervisor to see that the kits are on the job and remain well stocked.
- All gasoline shall be stored in approved safety cans.
- Know where the fire extinguishers are located and how to use them.
- Extension cords used with electric tools and appliances shall be of the three-wire type. Defective cords shall be replaced on the day they become defective.
- All ditches 5' deep must be shored or slanted to the angle of repose. Dirt and materials must be at least 2' back from the ditch.
- Defective materials or tools must be labeled with accident prevention tags. This must be done on the day in which that piece of equipment becomes defective.
- All defective materials or tools must be returned in to the Supervisor and not remain on the job.
- Abide by all hazardous materials instructions provided.
- Employees should check with the Supervisor regarding any potentially hazardous material.
- Keep oxygen and gas cylinders in an upright position and secured. Caps should be kept on tanks not in use. Keep tanks free from oil and grease.

- The company will provide safety goggles or glasses and hearing protection when necessary. These protective devices will be used when breaking out concrete or asphalt, grinding, using a cutting torch, welding, sanding, using chisels, chipping slag, breaking rock, handling hazardous materials and operating loud power tools and machinery.
- Wear clothes suited for the job. This means hard-soled work shoes, shirts and long pants. Remove all jewelry before reporting to the job.
- Practice good housekeeping. Keep work area neat, clean and free from stumbling hazards, grease, etc.
- Learn to lift the correct way. Bend knees, keep back erect, and get help for heavy loads.
- No scuffling or horseplay on the job.
- Do not run. Keep firm footing and proper balance at all times.
- Keep materials out of walkways. Bend down and remove protruding nails.
- Do not throw anything from a height before checking to make sure that no one is below.
- Keep guards and protective devices in place at all times. When guards are removed for repairs, replace in proper order before starting up.
- Use tools only for their intended purposes. Do not use broken or dangerously dull tools.
- Do not attempt to operate special machinery or equipment without permission and instructions.
- Do not repair or adjust machinery while it is in operation. Never oil moving parts except on equipment fitted with safeguards for this purpose.
- Never work under vehicles that are supported by jacks or chain hoists without protective blocking in case of hoist or jack failures.
- Do not disconnect air hoses and compressors until hose line has been bled.
- Field personnel are required to attend all scheduled tool box meetings. Employees must sign their name acknowledging participation at the meeting.
- Special customer requirements for safety, including those issued by the government, may apply to projects on which the company is working.
- Mobile phones should not be used while working, driving vehicles or operating equipment.

## **HAZARDOUS WASTES**

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

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

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

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

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

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

## **REPORTING INJURIES AND ACCIDENTS**

When any accident, injury or illness occurs while an employee is at work, it must be reported to the Immediate Supervisor as soon as possible regardless of the nature or severity. The company will provide the proper forms for reporting job-related accidents, injuries and illnesses. Any employee failing to report such occurrences will be subject to disciplinary action.

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

## **SECTION 9 TRANSPORTATION AND TRAVEL EXPENSES**

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

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

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

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

### **PERSONAL VEHICLES**

Employees may use their personal vehicles on official company business. A mileage rate based on acceptable and current IRS regulations will be paid to an employee who uses his/her personal vehicle on official company business. Minimum insurance requirements as specified by the company's insurance carrier must be in effect at the time the employee's personal vehicles is used and the employee may be required to provide the appropriate proof of insurance.

### **TRAVEL EXPENSES**

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

All business travel must be approved in advance by the Immediate Supervisor. Travel and/or business expenses submitted for reimbursement must be accompanied by receipts showing name(s), date(s), business discussed amount(s) and the account to be charged.

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

**EXPENSE RECORDS**

All expense records (including gasoline credit card receipts) must be turned in daily and/or monthly, or as requested by management. An expense report form must be properly completed and submitted. Documentation for all expenses is required. Any item that is not accompanied by a receipt will not be approved.

**TRAVEL ADVANCES**

An advance to cover reasonable anticipated expenses for travel may be provided to an employee after travel has been approved.

## **SECTION 10 EMPLOYEE CONCERNS**

**TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY** believes in open communication. If an employee has a suggestion or concern, management wants to know. In most cases, an employee will get satisfaction by discussing the matter with his/her Supervisor. However, the company recognizes that not all complaints will be satisfactorily resolved between an employee and his/her Supervisor.

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

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

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

Step 1: The employee must present his/her complaint to the Human Resources Department who will make a thorough inquiry into the facts and circumstances of the complaint and will make every effort to resolve the matter promptly and fairly.

Step 2: If an employee is dissatisfied with the decision of the Human Resources Department, the employee may submit a written report to the next management level within thirty (30) working days of receiving the decision.

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

Regardless of the time limits established, the filing of a complaint will not be accepted more than thirty (30) days after an employee has been terminated from employment.

Step 3: At any time within thirty (30) working days following receipt of the decision reached in Step 2 or within thirty (30) working days after the employee's termination date, the employee may submit a written request for further review of his/her complaint to the President of **TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY**. The personnel actions taken previously will be reviewed and a final decision will be made.

**TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY**

Acknowledgement of [Receipt and] Understanding  
Read and Sign Immediately

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

The statements contained in the Information Handbook for Employees of TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY are intended to serve as general information concerning TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY and its existing policies, procedures, practices of employment and employee benefits.

Nothing contained in the Information Handbook for Employees of TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY is intended to create (nor shall be construed as creating) a contract of employment (express or implied) or guarantee employment for a definite or indefinite term.

From time to time TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY may need to clarify, amend and/or supplement the information contained in the Information Handbook for Employees of TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY and that the company will inform me when changes occur.

I have received a copy of the Information Handbook for Employees of TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY, have read and understand the information outlined in the handbook, have asked any questions I may have concerning its contents and will comply with all policies and procedures to the best of my ability.

**Employee's  
Signature**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Location**

\_\_\_\_\_

**Authorized Witness**

\_\_\_\_\_

**TALLEY CONSTRUCTION CO., INC. AND SUBSIDIARY COMPANY**  
Acknowledgement of [Receipt and] Understanding  
Read and Sign Immediately

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

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

**Date** \_\_\_\_\_

**Location** \_\_\_\_\_

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