



Employee Handbook



Welcome!



If you are new to Clarkson Construction, it's our privilege to welcome you to our professional family! If you're an existing employee, thank you for making Clarkson the company it is today. We know that people are our greatest asset.

As a family-owned business, Clarkson was built on strong values of **integrity, commitment, teamwork, community and innovation**. This handbook is meant to supplement and strengthen the respectful relationships we have for one another, provide guidance about what you can expect from us as an employer, and what we expect from you.

We hope that your experiences here will be challenging, rewarding and fill you with a sense of pride, as it does for us. Thank you for being a valued member of our team.

- Billy Clarkson, Vice President

Who We Are: Our Mission, Vision and Values

At Clarkson, our mission, vision and value statements define what we do and who we are. They help guide our daily decisions and keep our team connected through a clear purpose about where we're going and how we treat each other along the way.

Our Mission

Clarkson builds relationships, leaders, and highly effective teams to deliver safe and successful projects.

Our Vision

To advance a legacy of excellence as the contractor of choice for our clients, partners and exceptional employees.

Our Values

Integrity: Demonstrate honesty and transparency in everything we do.

Commitment: Be steadfast in our dedication to employees, projects, and clients.

Teamwork: Build trust and embrace collaboration to achieve goals as one team.

Community: Positively impact the growth of our team and the regions we serve.

Innovation: Drive and embrace ongoing improvement to deliver creative solutions.

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Introductory Statement

This employee handbook is intended to explain the policies and practices related to your employment with Clarkson Construction Company (“the Company”). If you have any questions about information presented in this handbook, please do not hesitate to ask your supervisor, manager, EEO Officer, Safety Director, or Human Resources Director. We are committed to following our policies, and it is our expectation that you will as well. Violation of any Company policy or procedure may result in disciplinary action, up to and including termination of employment.

Right to Revise

This employee handbook contains the employment policies and practices of the Company in effect at the time of publication and is our attempt to keep you informed of the terms and conditions of your employment, including the Company’s policies and procedures. This handbook is not a contract.

All previously issued handbooks and any inconsistent policy statements or memoranda are superseded. The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook at any time, with or without notice, except for the policy concerning at-will employment.

When changes are made to the policies and procedures contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards. No oral statements or representations can in any way alter the provisions of this handbook.

At-Will Employment Status

All employees of the Company are employed on an at-will basis. This means that the employment relationship may be terminated at any time, with or without reason or advance notice and with or without cause, by either the employee or the Company. Nothing in this employee handbook or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment, a right to termination only “for cause,” or any other guarantee of continued benefits or employment.

No employee, manager, or representative of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than an at-will basis.

Nothing in this handbook will be interpreted, applied or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act, including an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling, or other terms and conditions of employment.

Union Employees & Collective Bargaining Agreements

For our union employees, this handbook does not modify, amend, rescind or replace any terms and conditions of your employment as described in any applicable Collective Bargaining Agreement (“CBA”). Union employees should consult the terms of their CBA in conjunction with this handbook. Wherever employment

terms in this handbook differ from the terms expressed in the applicable CBA, employees should refer to the specific terms of the CBA, which will control.

To be clear, in the event of any conflict between the provisions of this handbook and the provisions in any applicable CBA, the CBA shall govern in all cases with respect to employees covered by such agreement.

Equal Employment Opportunity (“EEO”)

Clarkson Construction Company provides an Equal Employment Opportunity to all employees and applicants and makes all employment decisions based on lawful non-discriminatory factors such as merit, experience, education, demonstrated performance and competency. We are committed to ensuring a work environment free of coercion, harassment and intimidation at all job sites and facilities where employees perform work.

Our supervisory and management team is committed to this policy with respect to all aspects of recruiting and employment, including, but not limited to, advertising, recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, working conditions, demotion, leave, layoff, termination and general treatment during employment. This EEO policy prohibits unlawful discriminatory, harassing or retaliatory conduct both in the employment relationship between employees of the Company and in relationships between employees and independent contractors or other third parties.

Non-Discrimination

The Company prohibits unlawful discrimination based on race, color, religion, national origin, ancestry, citizenship, age, mental or physical disability, pregnancy, sex, marital or domestic partnership status, veteran status, sexual orientation, gender identity, genetic information, or any other characteristic protected by applicable federal, state or local law, ordinance or regulation. The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Company, including supervisors and coworkers.

Reasonable Accommodations

The Company complies with applicable laws ensuring equal employment opportunities for qualified individuals. Unless undue hardship would result, the Company will make reasonable accommodations for otherwise qualified applicants or employees with a known disability, or mental or physical limitation, including those that are related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions. Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact Human Resources and discuss the need for an accommodation. Similarly, employees may request an accommodation when their religious beliefs may require a deviation from the employee’s schedule, basic job duties, or other aspects of employment.

The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the essential functions of the job. Some, but not all, of the factors that will be considered when determining a reasonable accommodation are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other team members. If an accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

Harassment Prevention

The Company prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers and co-workers. The Company's anti-harassment policy also applies to

vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited sexual harassment may include continuing to express sexual or romantic interest after being informed that the interest is unwelcome. In addition to unwelcome sexual or romantic advances, sexual harassment also may include other offensive statements or conduct of a sexual nature, such as physical touching or hugs, innuendoes, gestures, leering, whistling, joking, teasing, and comments or questions regarding sexual matters. Sexual harassment also can include inappropriate or offensive use of emails and the internet. Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender could be considered sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category. The Company also prohibits any other unlawful harassment related to a person's race, color, religion, national origin, ancestry, citizenship, age, mental or physical disability, pregnancy, sex, marital or domestic partnership status, veteran status, sexual orientation, gender identity, genetic information, or any other characteristic protected by applicable federal, state or local law, ordinance or regulation. This specifically includes, but is not limited to, conduct such as racial or ethnic slurs or other derogatory statements or offensive statements or conduct relating to a person's sex, race, religion, disability, age, or any other protected characteristic.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by Company policy.

Conduct that is unwelcome by some, may not be objectionable to others. We believe the best rule is to avoid all conduct, jokes, remarks, writings, images, etc., that are related to sex, race, religion, disability, age, or any other protected characteristic. To this end, all employees are expected to refrain from any offensive or inappropriate behavior and to exercise good judgment and conduct themselves in a professional and respectful manner at all times when in the workplace or on Company business.

Anti-Retaliation

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination. The Company will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or co-workers.

Employees will not be retaliated against for inquiring about or discussing wages. However, the Company is not obligated to disclose the wages of other employees.

Complaint Process

If you believe that you have been subject to treatment in possible violation of this EEO policy, or if you have information indicating a fellow employee has been subject to treatment in possible violation of this policy, you should immediately bring your concerns to your supervisor, the Company EEO Officer, the Human Resources Director, or any other Company supervisor or manager with whom you feel comfortable, as soon as possible after the incident. You may also report a complaint using our Anonymous Concerns phone line by dialing 913-653-8074, or online at bit.ly/2NQ1cVS.

All supervisors and managers are directed to immediately report complaints of unlawful discrimination, harassment or retaliation to Human Resources and/or the Company EEO Officer.



The Company Human Resources Director and EEO Officer is:

Name: Tara McKinney (pictured left)
Title: Human Resources Director & EEO Officer
Email: tmckinney@clarksonconstruction.com
Address: 4133 Gardner Ave, Kansas City, MO 64120
Office: 816-483-8800
Mobile: 913-433-3199

If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the Human Resources Director.

The Company encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but it is not mandatory.

When the Company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations. The Company will reach reasonable conclusions based on the evidence collected. The Company will maintain confidentiality to the extent possible. However, the Company cannot promise complete confidentiality. The Company's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

If the Company determines that harassment, discrimination, retaliation or other prohibited conduct has occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Company will also take appropriate action to prevent future misconduct. Any employee determined by the Company to have engaged in harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination.

Diversity, Equity, Inclusion and Civility

We believe that it is not enough to simply prevent illegal behavior in the workplace. Our standard is higher. We are committed to fostering a diverse workforce, and maintaining a workplace that is equitable, inclusive, and civil, where employees treat each other with mutual respect and courtesy regardless of position or status within the Company or how our viewpoints differ.

Our employees represent a wide range of backgrounds and characteristics and we believe those differences should be celebrated and valued. The things that make us different from each other contribute to our experiences as humans, and ultimately to the knowledge and expertise that make each employee a valuable asset to the team.

It is our intention and expectation that all employees be treated with respect, dignity and civility. Rude, disrespectful, or inappropriate behavior or conduct toward others will not be tolerated. For purposes of this policy, uncivil conduct includes, but is not limited to, rudeness, insults or name calling, judgmental tone, profanity directed at another, belittling others, taunting or deliberately pushing others to the point of breaching civility, raising one's voice at another, making personal attacks, aggressive language, behavior or gestures.

If you feel you have been mistreated in any way or have witnessed mistreatment of any individual in your workplace, please contact your supervisor or Human Resources, or any other supervisor or manager with whom you feel comfortable. You may also report a complaint using our Anonymous Concerns phone line by dialing 913-653-8074, or online at bit.ly/2NQ1cVS.

Verification of Identity & Employment Eligibility

The Company is committed to employing individuals who are authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, will be required to complete the Employment Eligibility Verification Form I-9 and present documentation establishing proper identity and employment eligibility. An employee whose authorization to work in the United States has expired will need to present current documentation that establishes current employment eligibility.

New Hires

The first 90 days of continuous employment with the Company is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with fellow employees, and determine whether or not you are happy with your job. Your supervisor will closely monitor your performance.

Completion of the introductory period does not entitle you to remain employed for any definite period of time. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

Job Duties

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department, team or the Company. Your cooperation and assistance in performing such additional work is expected. The Company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

Classification of Employees

Full-Time Employees

Full-time employees are those who are scheduled for and do work 30 or more hours per week.

Part-Time Employees

Part-time employees are those who are scheduled for and do work fewer than 30 hours per week.

Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

Seasonal or Temporary Employees

Seasonal or temporary employees are those employed by the Company (not a “temp agency” or outside staffing company employee) for short-term assignments. Short-term assignments generally are periods of three months or fewer; however, such assignments may be extended.

Exempt Employees

Exempt employees include all employees who are classified by the Company as exempt from the overtime provisions of the Federal Fair Labor Standards Act. Employees in this category are not eligible for overtime pay, regardless of how many hours worked.

Non-Exempt Employees

Non-exempt employees include all employees who are classified by the Company as non-exempt and are covered by the overtime provisions of the Federal Fair Labor Standards Act. Employees in this category are eligible for overtime pay in accordance with the employee’s CBA or as required by federal or state law.

Leaves of Absence

The Company grants medical and other leaves of absence where required by law and may grant personal leaves of absence to employees in certain circumstances. Unless specifically stated in an applicable Benefit Guide or policy, all leaves of absence will be treated as unpaid time, with the exception of the use of any accrued vacation or sick time. Eligible employees are required to use all available vacation and sick time prior to taking unpaid time during a leave of absence. Employees on any type of leave of absence do not receive holiday pay and do not accrue vacation or sick time.

Request any leave in writing as far in advance as possible, keep in touch with your supervisor or Human Resources during your leave, and give prompt notice of any change in your anticipated return date. If your leave expires and you fail to return to work without contacting your supervisor or Human Resources, the Company will assume that you do not plan to return and that you have voluntarily resigned your employment.

Upon return from a leave of absence, the employee under most circumstances will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. However, an employee returning from a leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. If the employee's same position is no longer available, an employee's return depends on their qualifications for any existing openings. The Company will comply with any reinstatement obligations under state or federal law.

Except where required by law, the Company does not continue to pay premiums for health insurance coverage for employees on leaves of absence. However, you may self-pay the premiums under the provisions of COBRA. Human Resources can give you additional information.

Crime or Abuse Victims' Leave

If you are the victim of crime or abuse, you may be eligible for leave. Leave eligibility will follow current laws and regulations related to Crime or Abuse Victims' Leave. Leave is generally treated as unpaid time, with the exception of the use of any accrued vacation or sick time.

You are considered a victim of crime or abuse who is eligible for unpaid leave if you are:

- A victim of stalking, domestic violence, or sexual assault;
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or
- A person whose immediate family member is deceased as a result of a crime. "Immediate family member" includes:
 - Regardless of age, your biological, adoptive, or foster child, stepchild, or legal ward, or a child of a registered domestic partner;
 - Your biological, adoptive, or foster parent, stepparent, or legal guardian or that of your spouse or registered domestic partner;
 - Your legal spouse or registered domestic partner;
 - Your biological, foster, or adoptive sibling, a stepsibling, or half-sibling; or
 - Any other individual whose close association with you is the equivalent of a family relationship described in any of the bullets above.

You may request leave for any of the following purposes:

- To seek medical attention for injuries caused by crime or abuse;
- To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
- To obtain psychological counseling or mental health services related to experiencing crime or abuse;
- To participate in a legal action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure you or your child's health, safety, or welfare;
- To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

Please provide reasonable advance notice of the need for leave, unless advance notice is not feasible. Contact your supervisor or Human Resources to request leave. The Company will require that you provide certification or some form of documentation demonstrating that you are the victim of crime or abuse.

The Family and Medical Leave Act (“FMLA”)

The Family and Medical Leave Act (“FMLA”) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either twelve (12) or twenty-six (26) weeks within a 12-month period depending on the reasons for the leave.

FMLA Questions or Concerns

While our FMLA policy provides a great deal of information, FMLA still can be a confusing process. If you have questions or concerns about your eligibility for FMLA or if you believe that your supervisor or manager is not properly handling FMLA, immediately report the question or concern to Human Resources.

Employee Eligibility

To be eligible for FMLA leave, an employee must:

1. have worked at least twelve (12) months for the Company in the preceding seven (7) years (limited exceptions apply to the seven-year requirement);
2. have worked at least 1,250 hours for the Company over the preceding twelve (12) months; and currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles;
3. All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to twelve (12) weeks);
2. placement of a child with the employee for adoption or foster care (up to twelve (12) weeks);
3. to care for an immediate family member (employee’s spouse, child, or parent) with a serious health condition (up to twelve (12) weeks);
4. because of the employee’s serious health condition that makes the employee unable to perform the employee’s job (up to twelve (12) weeks);
5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks) (see Military-Related FMLA Leave below for more details); or
6. to handle certain qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on duty under a call or order to active duty in the Armed Forces (e.g., National Guard or Reserves) in support of a contingency operation (up to twelve (12) weeks) (see Military-Related FMLA Leave below for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks.

Any absence or leave that qualifies as leave under the Family and Medical Leave Act will be counted as family/medical leave and charged to your Family Medical Leave entitlement.

What is a “Serious Health Condition”

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a

condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three (3) full calendar days and two (2) visits to a health care provider or one (1) visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

Identifying the 12-Month Period

The Company measures the 12-month period in which leave is taken by the "rolling" 12-month method, measured backward from the date of any FMLA leave. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement. In cases where both spouses of a married couple are employed by the Company, the two spouses together may take a *combined total* of 12 weeks' leave during any 12-month period for reasons 1 and 2, or to care for the same individual pursuant to reason 3.

Using Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care.

Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations. In addition, an eligible employee taking intermittent leave must comply with the Company's normal procedures for taking leave (e.g., call-in procedures, advance notice, etc.).

Use of Accrued Paid Leave

The Company requires employees to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with approved FMLA leave, and eligible employees are required to use all available vacation and sick time prior to taking unpaid FMLA leave.

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the Company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

Notice and Medical Certification

When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. If the need for leave is foreseeable, this information must be provided thirty (30) days in advance of the anticipated beginning date of the leave.

If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the Company's normal call-in procedures, absent unusual circumstances.

2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, which may subject you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Employer Responsibilities

To the extent required by law, the Company will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the Company will provide them with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the Company will provide a reason for the ineligibility. The Company will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

Job Restoration

Upon return from FMLA leave, the employee under most circumstances will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. However, an employee returning from a leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. If the employee's same position is no longer available, an employee's return depends on their qualifications for any existing openings. The Company will comply with any reinstatement obligations under state or federal law.

Failure to Return After FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Other Employment

The Company generally prohibits employees from holding other employment during all leaves of absence, including FMLA leave, and such conduct may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

Military Related FMLA Leave

FMLA leave may be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

- A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.
- A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.
- The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.
- For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent (50%) or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
- “Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver

Leave is a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered servicemember during a single twelve (12) month period.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her twenty-six (26) workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than twenty-six (26) workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the covered active duty or call to covered active duty status of a “military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the

Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-Notice Deployment.** To address any issue that arises out of short notice (within seven (7) days or less) of an impending call or order to covered active duty.
2. **Military Events and Related Activities.** To attend any official military ceremony, program, or event related to covered active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.
3. **Childcare and School Activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
4. **Financial and Legal Arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
5. **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.
6. **Temporary Rest and Recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 calendar days of leave for each instance of rest and recuperation.
7. **Post-Deployment Activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.
8. **Parental Care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
9. **Mutually Agreed Leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that the Company and the employee agree that such leave will qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Limited Nature of This FMLA Policy

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

Workers' Compensation and FMLA

If an employee is away from work due to a Workers' Compensation injury or illness and is also eligible for FMLA, the two types of leave will run concurrently.

Extended Medical Leave

On occasion, an employee may need a medical leave of absence that extends beyond limits under any state or federal mandatory leave law. In these situations, an extended medical leave of absence may be granted with a doctor's written certificate of disability. Extended disability leaves will also be considered on a case-by-case basis, consistent with the Company's obligations under federal and state disability laws. Employees should request any leave in writing and as far in advance as possible.

A medical leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you are able to return to work. The Company will ask for verification from your doctor showing the date you were disabled and the estimated date on which you will be able to return to work. When returning from a medical disability leave, you must present a doctor's certificate declaring fitness to return to work.

Upon return from a leave, the employee under most circumstances will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. However, an employee returning from a leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. If the employee's same position is no longer available, an employee's return depends on their qualifications for any existing openings. The Company will comply with any reinstatement obligations under state or federal law.

Workers' compensation laws govern work-related injuries and illnesses, and employees should consult the appropriate section of this handbook for additional information.

Jury Duty

The Company encourages employees to serve on jury duty when called. Non-union employees will receive full pay while serving up to 40 hours / 5 business days of jury duty. Union employees will be allowed unpaid time-off to serve. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received, as well as provide your supervisor with a copy of the court summons. You may be requested to provide written verification from the court clerk of performance of jury service.

If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule. You may retain any mileage allowance or other fee paid by the court for jury services.

Military Leave

Employees who wish to serve in the military and take military leave should contact Human Resources for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return and/or apply for reinstatement within the time allowed by law.

Personal Leave

A personal leave of absence without pay may be granted at the discretion of the Company. Requests for personal leave should be limited to extraordinary circumstances requiring an absence of longer than three weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

Time Off for Voting

If you do not have sufficient time outside of working hours to vote in an official statewide or federal election, you may take off enough working time to vote, up to a maximum of two hours, without loss of pay. This time should be taken at the beginning or the end of the regular working shift, whichever allows for more free time for voting and/or the least time away from work. If you know or have reason to believe that time off will be necessary to be able to vote on election day, you must give your supervisor at least two working days' notice.

Bereavement

To provide employees necessary time to attend to family matters, the Company grants employees paid time away from work to employees who experience a death in the family. Non-union employees should consult their current Benefit Guide for benefit. Union employees' bereavement benefit is as follows:

- Up to 40 hours / 5 work days for death of employee's spouse or children
- Up to 24 hours / 3 work days for death of employee's parents, siblings, parents-in-law, siblings-in-law, grandparents or grandchildren

Paid bereavement must be approved by the employee's supervisor, who may approve additional unpaid time off or personal leave upon request.

Failure to Return from Leave or to Comply with Company Policy

Employees may be subject to immediate termination for:

1. Failing to return to work as scheduled following the end of a leave;
2. Providing false or misleading information or omitting certain information in connection with a leave;
3. Violation of any of the Company's rules and regulations relating to leave; or
4. Violation of any Company policy or performance standard.

Employee Benefit Eligibility

Full-time, non-union employees are eligible for the employee benefits as outlined in the current Benefits Guide available from Human Resources.

All employees, including part-time and union employees, and their household members, have free 24-hour access to the Company Employee Assistance Program (EAP) for counseling, support and assistance in a variety of areas, including mental and emotional support, financial and legal assistance, substance abuse, child and elder care concerns, and more. Information is available from your supervisor or Human Resources.

Union employees should consult with their union representative about insurance, retirement and other benefits for which they may be eligible.

External Employee Education

Some employees may need to attend job-related training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of the Company or the individual employees. Attendance at such activities, whether required by the Company or requested by individual employees, requires prior approval of the manager in charge of the department or group in which the employee works. To obtain approval, any employee wishing to attend an activity must submit a written request to the relevant manager detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

For attendance at events required or authorized by the Company, reasonable and customary expenses will be reimbursed upon submission of proper receipts. Managers approving expenses are to check with Accounting for current information regarding what is reasonable and customary. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with the manager in advance.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While the Company generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior approval is obtained as described previously.

Nursing Mothers Lactation Accommodation

The Company recognizes lactating employees' rights to request lactation accommodation and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast milk for their infant child, subject to any exemption allowed under applicable law.

If possible, the break time should run concurrently with your normally scheduled break time. Any break time to express breast milk that does not run concurrently with your normally scheduled break time is unpaid.

The lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to your work area. The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump. The lactation location will not be a bathroom/restroom.

Employees who desire lactation accommodations should contact Human Resources to request an accommodation. We will engage in an interactive process with you to determine when and where lactation breaks will occur.

The Company will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodation.

Workers' Compensation

The Company, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you need to:

- Immediately report any work-related injury to your supervisor or Safety Director;
- Follow medical treatment and follow-up care guidelines provided by Company-provided health care providers; and
- Complete a written Incident Report Form with your supervisor or Safety Director.

Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

If, after returning from a workers' compensation absence, an employee is unable to perform the essential functions of their job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.



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The employee under most circumstances will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. However, an employee returning from a leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. If the employee's same position is no longer available, an employee's return depends on their qualifications for any existing openings. The Company will comply with any reinstatement obligations under state or federal law.

The law requires the Company to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

Company-Provided Physician

The Company provides medical treatment for work-related injuries through a medical provider network, which the company has chosen to provide medical care to injured employees because of their experience in treating work-related injuries.

Workers' Compensation and FMLA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for Family Medical Leave Act (FMLA), will be placed on FMLA during the time they are disabled and not released to return to work. The leave under these laws will generally run concurrently.

Paid Time While Seeking Treatment

Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments are not required to be paid as time worked. If you have accrued and unused paid time through the Company, you may choose to substitute paid time for any time that would otherwise be unpaid.

Employee Property

An employee's personal property, including but not limited to lockers, packages, briefcases, purses, messenger bags, coolers, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Company property, possession of dangerous weapons or firearms, or abuse of the Company's drug and alcohol policy.

Personal Data

It is each employee's responsibility to keep Human Resources up-to-date regarding your personal data, include changes to your name, address, personal contact information, emergency contact information, and work authorization status. All non-union employees are also required to notify Human Resources immediately of any change or circumstances that may impact the employee's Company provided benefits, including any change to marital status, dependent statuses or beneficiary designations.

Open-Door Policy

Suggestions for improving the Company are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions are important to us.

If you have a complaint, suggestion or question, speak with your immediate supervisor as soon as possible. If you are not comfortable speaking to your immediate supervisor, please bring the issue to the manager of your group or division, Human Resources, or any other member of management with whom you feel comfortable. You may also report a complaint using our Anonymous Concerns phone line by dialing 913-653-8074, or online at bit.ly/2NQ1cVS. This link and information is also available on the Clarkson Connect app.

If you have raised the issue to a supervisor or manager and yet the problem persists, you may present it to Human Resources, who will investigate and provide a solution or explanation. If the problem is not resolved, you may also present the problem to the Vice President of the Company, who will attempt to reach a final resolution.

While a written complaint will assist us in investigating your concerns, it is not required that you put your complaint in writing. If you need assistance with your complaint, or you prefer to make a complaint in person, contact Human Resources.

This procedure, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, the Company values your observations and you should feel free to raise issues of concern without the fear of retaliation.

Performance Evaluations

Depending upon position held, employees may receive periodic performance reviews conducted by their supervisor or manager. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the Company and depend upon many factors in addition to performance.

After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

Personnel Records

Personnel files are Company property. Active employees may request a review of their personnel file. The review must take place during regular business hours and in the presence of a Company representative at a mutually convenient time. Active employees are allowed a copy of any document previously signed by the employee. Access to personnel files is limited—you may review only your file, and you may not have others present, whether employees or non-employees. You may add comments to any disputed item in the file, but nothing can be removed from personnel files.

The Company will restrict disclosure of your personnel file to authorized individuals within the Company. Any request for information contained in personnel files must be directed to Human Resources. Only Human Resources is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Workplace Privacy - Audio/Video Recordings

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time. You also may not use any audio or video recordings in work areas that the Company has identified as confidential, secure or private, unless you are engaged in protected activity related to improving the terms and conditions of your employment, such as documenting health and safety issues.

The company uses or may use video surveillance in public areas (not in restrooms, locker rooms or changing areas). The video surveillance will not include sound recording.

Nothing in this policy is intended to prohibit a member of management from recording conversations with an employee in the context of an actual or potential disciplinary action, workplace investigation or other personnel related matter.

Bulletin Boards

The Company maintains bulletin boards at each worksite. Bulletin boards are used to provide information to employees concerning EEO policy and contact information, safety information, and required notices. Employees may not post items on Company bulletin boards. Only supervisors and managers may post items on Company bulletin boards and all items posted will be work-related.

Electronics and Social Media

This policy is intended to protect the Company's computer systems and electronic information. For purposes of these policies, the following definitions apply:

- "Computers" are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, smart phones, iPads, and other electronic tablets and cell phones), computer software/hardware and servers.
- "Electronic Communications" includes e-mail, text messages, telephones, cell phones and other handheld devices (such as cell phones, smart phones, writing tablets or iPads), fax machines, and online services including the Internet.
- "Electronic Information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.
- "External Storage" refers to devices or repositories that store information outside a Computer, whether permanently attached to the Computer or removable. Examples of External Storage include compact discs, DVDs, external hard drives, USB flash drives, thumb drives, pen drives, memory cards and online/cloud storage.

The following general policies apply:

1. Company owned Computers, Company owned or maintained External Storage, and all data transmitted through Company servers are Company property owned by the Company for the purpose of conducting Company business. These items must be maintained according to Company rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Company property may be removed from the premises.
2. All Electronic Communications also remain the sole property of the Company and are to be used for Company business. For example, email messages are considered Company records.
3. Electronic Information created by an employee using any Computer or any means of Electronic Communication is and remains Company property.
4. Any information and data stored in Company Computers, file servers and External Storage, including but not limited to, customer lists, vendor lists, research data, bid documents, project costing, and financial data, is the property of the Company and may not be distributed outside the Company in any form whatsoever without the written permission of Company management.
5. As with all other policies, violation of any of the provisions of this policy, whether intentional or not, will subject Company employees to disciplinary action, up to and including termination.

Monitoring of Company Property

The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Company Computers and all Electronic Communications and Electronic Information are subject to monitoring and no one should expect privacy regarding such use. The Company reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of Computers, software, and Electronic Communications to ensure that no misuse or violation of Company policy or any law occurs. E-mail may be monitored by the Company and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security, but the use of a password does not affect the Company's ownership of the Electronic Information or ability to monitor the information. The Company may override an employee's password at any time, for any reason and without notice.

Employees are not permitted to access the Electronic Communications of other employees or third parties unless directed to do so by Company management.

Prohibited Use

All existing Company policies apply to employee use of Computers, Electronic Communications, Electronic Information, and the Internet. This includes policies that deal with misuse of Company assets or resources. It is a violation of Company policy to use Computers, Electronic Communications, Electronic Information, or the Internet, in a manner that: is discriminatory, harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against Company policy. It is also a violation of policy to use Computers, Electronic Communications, Electronic Information, or the Internet to communicate confidential or sensitive information or trade secrets to any third party except as required to carry out assigned duties.

The display of any kind of sexually explicit multimedia content, message, or document on any Company Computer is a violation of the Company's policy against sexual harassment.

This description of prohibited usage is not exhaustive, and it is within the discretion of the Company to determine if there has been a violation of this policy.

Nothing in this policy will be interpreted, applied or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act, including an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling, or other terms and conditions of employment.

Computer and Internet Use

The Company provides Computers, Electronic Communications, Electronic Information and information technology resources, including the Internet, to its employees to help them do their job. Generally, these Company resources and property should be used only for business related purposes; however, there are a few exceptions:

- To send and receive necessary and occasional personal communications;
- To use the telephone system, cell phones or smart phones for brief and necessary personal calls or messages; and
- To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours provided that employees adhere to all other usage policies.

Nothing in this policy will be interpreted, applied or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act, including an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling, or other terms and conditions of employment.

Any personal usage of Company property must not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or Computer systems, tie up printers or other shared resources, or violate any Company policy, including policies against harassment, discrimination and disclosure of confidential or trade secret information. All policies relating to monitoring usage of Computers, Electronic Communications, Electronic Information and other Company property apply.

Company-Provided Cell Phones

Cell phones (including handheld devices and smart phones such as iPhones) may be provided to some employees to assist them in performing their job. Company issued cell phones are company property. Data (including web browsing), messages (including voice mail, mobile email, and text messaging), and other stored electronic information is subject to monitoring and employees do not have an expectation of privacy in the use of this Company property.

The Company may ask you to assign a PIN or password to your Company cell phone to prevent unauthorized access. This PIN or password must be disclosed to Company IT personnel for the purpose of accessing the device for business purposes if necessary. The use of a PIN or password does not affect the Company's ownership of the cell phone or ability to monitor the information.

Company cell phones must not be used in any manner that violates any other Company policy, including safety policies, confidentiality policies, electronic and social media policies, and policies against discrimination, harassment and retaliation.

Any personal usage of a Company-issued cell phone must not interfere with your work performance, take away from work time, or violate any Company policy, including policies against harassment, discrimination, retaliation, and disclosure of confidential or trade secret information. **In addition, employees may be held personally financially responsible for costs associated with excessive personal use of data unrelated to performance of job duties or following Company directions.**

Bring Your Own Device (“BYOD”) to Work Policy

The Company may allow employees to use their own personal electronic devices, including but not limited to smartphones, mobile phones, cellphones, computers, and laptops (“Devices”), to perform work for the Company or on the Company's behalf. However, to protect the Company and its employees, any use of a Device for business purposes must conform to this policy. In addition, each user is responsible for using their Device in a sensible, productive, ethical, and lawful manner.

No Expectation of Privacy

All material, data, communications, and information, including but not limited to text, apps, email, telephone conversations and voicemails, instant messages, and internet and social media postings and information stored or recorded on the Device for the Company's business or on behalf of the Company ("Company Content") is the property of the Company, regardless of who owns the Device(s) used.

You are expressly advised that the Company reserves the right to monitor, intercept, review, and remotely wipe Company Content, without further notice, in the Company's sole discretion and whether the Device is in

your possession or the Company's possession. Therefore, you should have no expectation of privacy whatsoever in any of the Company Content. While the Company will provide advance notice where possible and will take reasonable precautions to avoid the loss of your personal content if the Device must be wiped, it is your responsibility to regularly back up your personal content so that you do not lose personal information if the Device is wiped.

By agreeing to use your own personal electronic device to perform work for the Company or on the Company's behalf, you understand and consent to the Company's monitoring, intercepting, reviewing, copying, disclosing, and remotely wiping all Company Content, in the Company's sole discretion. You also agree that the use of any Device for the Company's business or on behalf of the Company is at your own risk and the Company will not be responsible for any losses, damages, or liability arising out of the use of any Device for the Company's business or on behalf of the Company under this policy, including any loss, corruption, or use of any content or loss of access to or use of any Device, its software, or its functionality.

Security Requirements – General

All Devices used for the Company's business or on behalf of the Company may, at the Company's discretion, be registered with and authorized by the IT Department.

To protect the Company's confidential business information from being lost or becoming public, you must immediately report any Device used for the Company's business or on behalf of the Company that is lost, stolen, accessed by unauthorized persons, or otherwise compromised so the Company can assess the risk and, if necessary, remotely wipe all the Company Content, in the Company's sole discretion. You must also promptly provide the Company with access to the Device when requested or required for the Company's legitimate business purposes, including in the event of any security incident or investigation.

In addition, you must:

- Password protect the Device through the use of strong passwords.
- Maintain the Device's settings such that the Device locks itself and requires a password if it is idle for five minutes and use of the Device is suspended after three failed login attempts.
- Maintain the Device's original operating system and keep it current with security patches and updates.
- Prohibit use of the Device by anyone not authorized by the Company, including your family, friends, and business associates.
- Not download or transfer work product or sensitive business Content to your Device, for example via email attachments. You must erase any such information that is inadvertently downloaded to your Device.
- Not back up or otherwise store Company Content locally or to cloud-based storage or services without the Company's consent. Any such backups or other stored copies of Company Content inadvertently created must be deleted immediately. To the extent you create backups or otherwise store Company Content with the Company's consent, you must provide the Company with access to your local or cloud-based storage to access and review any such backups or other stored copies of Company Content when requested or required for the Company's legitimate business purposes, including in the event of any security incident or investigation.
- Not transmit any Company information over an unsecured Wi-Fi network. An unsecured Wi-Fi network is a network you select that is publicly available and does not require a password (for example in a coffee shop).

At all times, you must use your best efforts to physically secure the Device against loss, theft, damage, or use by persons who have not been authorized to access the Device by the Company.

Appropriate Use

The Company's policy against unlawful harassment, discrimination, and retaliation applies to the use of all Devices under this policy. You may not use any Device in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or any other characteristic protected by federal, state, or local law.

Nonexempt or hourly employees using their own Devices under this policy are not permitted to use their Devices for work purposes during nonworking hours without prior written authorization from the Company.

Any new employee using their own Device under this policy for the first time must erase all information related to any previous employment before using their Device for the Company's business or on behalf of the Company.

Any employee who discontinues use of their Device under this policy or leaves the Company's employ must allow the Company to remove any Company Content from their Device and to disable any software or services provided by the Company on their Device.

Technological Support

The Company does not provide technological support for employee Devices. By signing this policy, you acknowledge that you alone are responsible for any repairs, maintenance, or replacement costs and services.

Confidentiality and Proprietary Rights

The Company's confidential information and intellectual property, including trade secrets, are extremely valuable to the Company. You must treat them accordingly and not jeopardize them through your use of your Device. Disclosure of the Company's confidential information to anyone outside the Company and use of the Company's intellectual property is subject to the Company's Confidential Information policy contained in this handbook.

Consequences for Failure to Comply

Employees who violate any provision of this policy are subject to discipline, up to and including termination of employment.

Administration of This Policy

The Company expressly reserves the right to change, modify, or delete the provisions of this Bring Your Own Device (“BYOD”) to Work Policy without notice.

The IT Department is responsible for the administration of this policy. If you have any questions regarding this policy or if you have questions about bringing your own Device to work that are not addressed in this policy, please contact the IT Department.

Conduct Not Prohibited by This Policy

Nothing in this policy will be interpreted, applied or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act, including an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling, or other terms and conditions of employment.

Social Media Policy

The Company uses social media in limited circumstances for defined business purposes. For purposes of this policy, *social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the

Company, as well as any other form of electronic communication. If you have specific questions about which programs the Company deems to be social media, consult with Human Resources.

Use of Company Social Media Tools

Use of social media websites such as Facebook, Linked In, Instagram and Twitter (this is not meant to be an exhaustive list) may be used in furtherance of Company goals. However, only authorized individuals are allowed to speak/write in the name of the Company using the social media tools of the Company such as company-operated social media like Facebook, Twitter, and LinkedIn.

The President or Vice President will authorize you in writing if you can use these Company social media tools to perform your job duties. Authorized individuals using the Company social media tools shall identify themselves honestly, accurately and completely and comply with all Company policies in using this media.

Your authorization is limited to business purposes and personal use of these Company social media tools or programs is prohibited and can result in discipline up to and including termination. All policies relating to monitoring usage of Company property apply.

Posting on Personal Social Media

Employees can use their own personal devices to engage in social media activity during non-working times, such as breaks and meal periods. Do not use social media while on your work time, unless it is work related as authorized by your manager.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ensure your postings are consistent with these guidelines. Ultimately, you are solely responsible for what you communicate in social media. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

When posting information on social media:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Nothing in this policy will be interpreted, applied or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act, including an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling, or other terms and conditions of employment.

Employee-owned Devices for Personal Use

Clarkson Construction recognizes that occasional use of the employee's own computers (including hand-held devices) and Electronic Communications for personal reasons may occur during working time. The Company

allows such occasional personal use as long as the usage does not interfere with the employee's work performance, take away from work time or violate any Company policy. All other company policies, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace apply. Clarkson Construction reserves the right to adjust this policy on a case-by-case basis as it deems appropriate.

Prohibited Use of Company Cell Phone While Driving

In the interest of the safety of our employees and other drivers and pedestrians on the road, Company employees are prohibited from using cell phones (including all smart phones) or other wireless communication devices (including laptops and tablets) while operating a motor vehicle on Company business and/or Company time. This prohibition includes any use of the cell phone or other wireless communications device, such as answering or placing calls, engaging in conversations, texting, emailing, web browsing or using any smart phone application while driving.

If your job requires that you keep your cell phone or other wireless communication device turned on while you are driving, you must use a hands-free, voice-operated device at all times. Under no circumstances should employees place phone calls while operating a motor vehicle on Company business and/or Company time.

Employer Property

Company property including, but not limited to, lockers, furniture, desks, computers, cell phones, data processing equipment/software, vehicles, tools, supplies, machines, and construction equipment, is the property of Clarkson Construction and must be maintained according to Company rules and regulations. All Company property must be kept clean, well maintained and in good working order and is to be used only for work-related purposes. The Company reserves the right to inspect all Company property including computer or phone data or messages to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any Company property may be removed from the premises.

All computers and communication technologies including, but not limited to, phones, laptops, computers, iPad and other devices, and related storage media and databases are to be used only for Company business and they remain the property of the Company. Company voice mail, electronic mail (e-mail) and other Electronic Communications, including texting, pagers and mobile email, are to be used for business purposes. The Company reserves the right to monitor voice mail messages, e-mail messages and other Electronic Communications to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

The Company may periodically need to assign and/or change "passwords" and personal codes. The Company reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on the company voice-mail and email systems are subject to the same company policies against discrimination and harassment as are any workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated.

For security reasons, employees should not leave personal belongings of value in the workplace.

Guests and Visitors

For safety reasons, visits from friends and family to field sites is prohibited. In office environments, visits from friends and family should be kept to a minimum in order to preserve an appropriate work environment.

It is extremely important that the impression left with Company visitors is that of a professional organization with the highest standards of conduct.

Housekeeping

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, locker rooms, conference rooms, and restrooms are expected to keep them clean and sanitary. Please clean up after meals and dispose of trash properly.

Off-Duty Use of Facilities

Employees are prohibited from remaining on Company premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use without prior management approval.

This policy is not intended to limit the ability of employees to use the Company's email systems to communicate with other employees regarding the terms and conditions of their employment during non-working times, including such topics as wages, job performance, workload, supervisors or staffing.

Parking

The Company is not responsible for any loss or damage to employee vehicles or contents while parked on Company property, job sites, or adjacent areas. Parking areas may be monitored with video or other surveillance for purposes of protecting Company property only. This surveillance system is in no way intended to provide employees with personal security.

Smoking

Smoking is prohibited in all Company buildings, trailers, vehicles, equipment cabs, and any other enclosed workspaces. Smoking is also prohibited on all job sites, with the exception of designated smoking areas, which will be designated by site supervisors. The smoking prohibition applies to tobacco products as well as the use of all smoking devices, including, but not limited to, electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.

Solicitation and Distribution of Literature

In order to ensure efficient operation of the Company's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on Company property.

No employee shall solicit or promote support for any cause or organization during their working time or during the working time of the employee or employees at whom such activity is directed. No employee shall distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property.

Business Conduct and Ethics

The Company and its employees are subject to a complex set of federal and state laws and regulations regarding business ethics, including, but not limited to, the Federal Anti-Kickback Act, the Davis Bacon Act, the Buy America Act, the Federal False Claims Act, the Contract Disputes Act, the Procurement Integrity Act, the Trades Agreements Act, and the Federal Acquisitions Regulations.

Many of these laws and regulations are intended to prevent and punish fraud, waste and abuse. Violations of these laws carry serious consequences for both the Company and the employee. The Company can be severely fined or barred from doing business for violations of the law, and in addition to disciplinary action or termination of employment, the employee can be held personally liable and even imprisoned.

The Company is committed to preventing any and all violations of law. Any employee with questions related to these laws or this policy should speak with their supervisor, manager or the Company EEO Officer.

All employees have the obligation to report illegal or unethical conduct to their supervisor, manager, the EEO Officer, or the Anonymous Concerns phone line by dialing 913-653-8074, or online at bit.ly/2NQ1cVS. Involvement in, or failure to report, illegal or unethical conduct will result in disciplinary action up to and including termination of employment.

Because of the complexity of these laws and their applications, the Company cannot explain every detail of every law, but has summarized the primary responsibilities of employees related to these business ethics laws below:

- Employees are to be 100% honest and tell the truth in the performance of all duties. No employee shall make false or misleading statements to any person, business, agency, entity, or other employees. This includes oral and written statements, whether paper or electronic.
- Employees are not to engage in any activity or scheme that is intended to defraud anyone of money, property or honest services.
- No employee shall encourage or solicit gifts or receive gifts or entertainment of any kind with a value over \$20 from any individual, entity, customer, vendor, supplier, or other person doing business with Clarkson Construction because doing so may give the appearance of influencing business decisions, transactions or service conducts business. The exception is where it is a non-monetary gift or entertainment with a legitimate business purpose, that have a value of less than \$50 in the aggregate for any one calendar year and that are reported to the employee's supervisor / manager prior to acceptance.
- Cash money in any form shall never be given, offered, solicited or accepted by any employee.
- No employee shall accept or receive commissions, fees, or any other "business courtesy"
- No employee may falsify, alter, or purposefully omit information from any Company record or document for any reason.
- Records and documents shall never be destroyed in an effort to deny access to authorities of information or to avoid liability in a civil or criminal matter.
- All employees are to comply with all applicable legal and ethical obligations in the performance of their job duties and take an active role in detecting and correcting activities that potentially violate ethical standards, laws or regulations.

- Any employee who suspects inappropriate, unethical or illegal conduct shall immediately report those activities to management or using the Anonymous Concerns phone line by dialing 913-653-8074, or online at bit.ly/2NQ1cVS.
- Kickbacks offered, solicited or accepted by employees are prohibited. Kickbacks are defined in the federal Anti-Kickback Act as “any money, fee, commission, credit, gift, gratuity, thing of value or compensation of any kind which is provided, directly or indirectly, to any prime contractor, subcontractor or employee of either...for the purpose of improperly obtaining or rewarding favorable treatment in connection with either a prime or subcontract.”
- Gifts and/or bribes to public officials are strictly prohibited.
- Employees are prohibited from knowingly soliciting and discussing future employment or business opportunities with competing contractors and government officials for the purpose or effect of obtaining preferential treatment or any other benefit to which the employee or Company would not otherwise be entitled. Employees are also prohibited from soliciting, obtaining or disclosing proprietary or source selection information in connection with a federal procurement. No employee is to gain an unfair competitive advantage by obtaining the bid or proposal information of a competitor before a contract is awarded by the government.
- Employees shall not engage in price fixing, bid rigging, bid suppression, complimentary bidding or winning bid rotation. Agreements with competitors regarding pricing, terms or conditions of sale, or allocation of business markets, customers, or territories are also prohibited.
- Every employee involved with regulated air emissions, water discharges, hazardous materials or other regulated pollutants shall know and comply with all applicable environmental laws, rules and regulations. No employee shall participate in concealing an improper discharge, disposal or storage of hazardous materials or other pollutants.

Conducting Personal Business

Employees are to conduct only Company business while on duty. Employees may not conduct personal business or business for another employer during their scheduled working hours.

Confidential Information

Each employee is responsible for safeguarding the Company’s confidential information obtained during employment.

In the course of your work, you may have access to trade secrets or similarly protected proprietary or confidential information regarding the Company’s business (including but not limited to customer lists, vendor lists, research data, bid documents, project costing, Company financial data, research and development, marketing, business plans or strategies, suppliers, business partners, or customers). You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties or as required by law.

Access to, or disclosure of, confidential information should be on a "need-to-know" basis and must be authorized by your supervisor or manager. Any breach of this policy will not be tolerated, and legal action may be taken by the Company.

This policy does not prohibit employees from confidentially disclosing trade secret, proprietary or confidential information to federal, state and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. sec. 1833(b).

Conflicts of Interest

All employees must avoid situations involving actual or perceived conflict of interest.

The employment of family members can cause conflicts of interest, hurt feelings, and limit the diversity of the workforce. Family members may be eligible for employment with the Company at the Company's sole discretion and provided the relationship does not interfere with the orderly conduct of business. The Company defines "family members" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Applicants must disclose to the Company during the application process if they have a family member employed by the Company. The Company also understands that family relationships can change throughout employment. If a new relationship develops that results in the Company's employment of you and a family member, you are required to immediately report the change to Human Resources.

Similarly, personal or romantic involvement with a competitor, supplier, or subordinate employee of the Company may impair an employee's ability to exercise good judgment on behalf of the Company and can create an actual or perceived conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to Human Resources for a determination about whether an actual conflict exists. If an actual or perceived conflict is determined, the Company may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action up to and including termination of employment.

Customer, Vendor and Public Relations

Employees are expected to be respectful, polite, attentive and professional with all clients, vendors, and the general public. If an employee encounters an uncomfortable situation, questions, frustrated members of the traveling public, or a problem develops, a supervisor or manager should be called to intervene immediately.

News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by the President or Vice President may comment to news reporters on Company policy or events relevant to the Company. If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

Nothing in this policy will be interpreted, applied or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act, including an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling, or other terms and conditions of employment.

Dress Codes and Other Personal Standards

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Avoid clothing that can create a safety hazard. Your supervisor or manager will provide guidance regarding appropriate attire for your job and work site. All employees visiting job sites are to wear appropriate Personal Protective Equipment, including but not limited to, safety glasses, boots, safety vest and hard-hat.

This dress code policy will not be enforced in a manner that discriminates against anyone based on a protected class, such as race, sex, gender identity or gender expression, religion, national origin or any other class protected by federal, state or local law. For more information, see the Equal Employment Opportunity policy. Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact Human Resources and discuss the need for accommodation.

Drug and Alcohol Abuse and Testing

The Company is concerned about the use of alcohol, illegal drugs, or other controlled substances as it affects the workplace. Use or abuse of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. You may not consume or be under the influence of marijuana while on duty or at work.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meals and rest periods).

Behavior that violates Company policy includes:

- Possession or use of alcohol, marijuana, or other illegal or controlled substance, or being under the influence of alcohol, marijuana, or other illegal or controlled substance while on the job;
- Driving a Company or personal vehicle for Company business while under the influence of alcohol, marijuana, or other illegal or controlled substance; and
- Distribution, sale, or purchase of an illegal or controlled substance while on the job.

Nothing in this policy is meant to prohibit an employee's appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law, inform your supervisor or manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

In order to enforce this policy, the Company reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

Violation of these rules and standards of conduct will not be tolerated. The Company also may bring the matter to the attention of appropriate law enforcement authorities.

The Company will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. The Company is not obligated, however, to continue to employ or reemploy any person whose performance of essential job duties is impaired because of drug or alcohol use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. Finally, this policy on treatment and rehabilitation is not intended to, nor shall it, provide a way for an employee who has been found by the Company to have violated this policy to avoid discipline or termination. Rather, rehabilitation is a potential option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Company Sponsored Events

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Testing

To meet the objectives of this policy, the Company will maintain a drug and alcohol-testing program that includes the following:

- Post-Offer/Pre-Employment testing:
The Company will test individuals who have received an offer of employment with the Company prior to the individual's first day of work for compliance with its Drug and Alcohol Abuse and Testing policy. Pre-employment testing will include testing for THC, the active ingredient in marijuana. If an individual has a prescription authorizing use of marijuana for medicinal reasons, a valid medical card must be presented at the time of testing and the individual must contact Human Resources to discuss a possible accommodation.
- Reasonable suspicion testing:
When a supervisor observes behavior or performance problems that could adversely affect an individual's personal safety or the safety of others, the supervisor, with the concurrence of another supervisor when possible, will determine whether a reasonable suspicion drug or alcohol test should be conducted. If it is determined a reasonable suspicion drug or alcohol test should be conducted, the employee will be immediately suspended until a full evaluation has taken place and an appropriate course of action is determined. No prior notice is required to test for drugs or alcohol based on reasonable suspicion.
- Post-accident/incident testing:
The Company requires post-accident drug and alcohol testing of any employee who is involved in or who may have in some way contributed to an on-the-job accident. Affected employees may be suspended until a full evaluation has taken place and an appropriate course of action is determined. No prior notice is required for post-accident testing.
- Random testing:
As a condition of continued employment, employees in safety-sensitive positions may be required to undergo random periodic drug testing.

Standard testing procedures and confidentiality

The testing procedures listed here are the standard procedures. The Company reserves the right to change this procedure, with or without notice, when necessary:

- Drug and or alcohol screenings may be conducted on or off the work site by a lab contracted for this purpose.
- Positive results are sent to a Medical Review Officer (MRO) for confirmation and reported to the Company. The MRO, supervisor or other Company representative may contact the employee to determine whether there is a legitimate explanation for the confirmed positive test result.

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the MRO shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee.

Consequences of testing positive and/or refusing to test

Any individual with a confirmed positive test result, and without a legitimate explanation as determined by the Company, will be subject to disciplinary action up to and including termination of employment. Any individual refusing to be tested will be deemed to have failed the drug or alcohol test and will be subject to disciplinary action up to and including termination of employment.

Off-Duty Conduct

While the Company does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests. Off-duty conduct by an employee that directly conflicts with the Company's essential business interests, negatively impacts the Company's business reputation or disrupts business operations will not be tolerated.

Nothing in this policy will be interpreted, applied or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act, including an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling, or other terms and conditions of employment.

Other Employment

While employed by the Company, employees are expected to devote their energies to their jobs with the Company. Outside employment that directly conflicts with the Company's essential business interests and/or disrupts business operations is strictly prohibited.

If you wish to engage in additional outside employment, you must submit a written request to the Company explaining the details of the additional employment. If the additional employment is authorized, the Company assumes no responsibility for it. The Company shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional outside employment. Authorization to engage in additional outside employment can be revoked at any time.

Political Activity

Many employees participate in political activities on their own time. Company time, facilities, property or equipment (including all computers, networks, and electronic equipment) must not be used for your outside political activities. The Company will not reimburse any employee for political contributions, and you should not attempt to receive or facilitate such reimbursements.

Absent a formal statement by the Company announcing any political endorsements, you must not, through your own actions, speech, contributions, or written communication, mislead others to believe that the Company officially endorses or opposes any candidates for political office that the Company itself has not publicly announced. Company employees are entitled to their own personal position.

Prohibited Conduct

Employees are expected to conduct themselves appropriately and in a manner that serves to further the Company's objectives. The following conduct is prohibited and will not be tolerated by the Company. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited and will result in disciplinary action up to and including termination. Prohibited conduct includes, but is not limited to:

- Falsifying employment records, employment information, or other Company records or documents;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee, vendor, partner business, or customer;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use or misuse of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Company premises at any time;
- Causing, creating or participating in a disruption of any kind during working hours on Company property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward another individual;
- Using abusive, threatening or intimidating language at any time on Company premises;
- Violation of Company punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy;
- Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods (for non-exempt employees);
- Failing to observe working schedules, including rest and meal periods (for non-exempt employees);
- Sleeping or malingering on the job;

- Making or accepting excessive personal telephone calls;
- Working overtime without authorization or refusing to work assigned overtime;
- Violation of dress standards;
- Violation of any safety, health, security or Company policy, rule or procedure;
- Violation of the Company's drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the Company's anti-harassment or equal employment opportunity policies; and
- Failing to promptly report work-related injury or illness.

Nothing in this policy will be interpreted, applied or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act, including an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling, or other terms and conditions of employment.

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Either you or the Company remain free to terminate the employment relationship at any time, with or without reason or advance notice.

Punctuality and Attendance

As an employee of the Company, you are expected to be punctual and regular in attendance. Tardiness or absences can cause problems for your co-workers and your supervisor. When you are absent, your assigned work must be performed by others.

You are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must provide a minimum of one (1) hour advance notice to your supervisor before the time you are scheduled to begin working for that day. You must inform your supervisor of the expected duration of any absence. If you fail to provide the required advance notice before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. If the circumstances for your tardiness or absence were unforeseen, inform your supervisor as soon as practical of the reason for the tardiness or absence.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated. Such conduct will be grounds for disciplinary action, up to and including termination of employment. Generally, if you fail to report for work without any notification to your supervisor or Human Resources for a period of three consecutive work days, the Company will consider that you have voluntarily abandoned or quit your employment, and your employment will be terminated.

Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy.

Advances

The Company does not permit advances against paychecks or any paid time off bank, if applicable.

Reporting-Time Pay

The Company will comply with all applicable regulations regarding reporting-time pay for nonexempt employees.

The Company will pay a minimum of two (2) hours of pay to nonexempt, non-union employees who are required to report to work on a day other than their normally scheduled workday, or who report to work and no work is available. Union employees should consult the terms of their Collective Bargaining Agreement for details about reporting-time pay.

The Company will not pay employees for reporting under the following circumstances:

- Interruption of work because of the failure of any or all public utilities;
- Operations can't begin due to threats to employees or the Company's property, or when recommended by civil authorities; or
- Interruption of work because of weather, or natural causes or other circumstances beyond the Company's power to control.

Reporting-time pay does not apply to employees on paid standby status, who are called to work at times other than their usual shift.

Deductions for Exempt Employees

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid for any workweek in which they perform no work, subject to Company benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted their leave under this policy;
- Is absent for jury duty (see current Benefit Guide for Jury Duty pay benefit if you are a benefit eligible employee) or military duty for a full week and performs no work during the week; or
- Works less than a full week during the initial or final week of employment;

If an employee is only working a portion of their regular work day for personal reasons, vacation, or illness, the employer may require, or the employee may request, to take a partial day deduction from any available accrued paid time off balance.

It is Company policy to comply with these salary basis requirements. Therefore, the Company prohibits all Company managers from making any improper deductions from the salaries of exempt employees. The Company wants employees to be aware of this policy and know that the Company does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to Human Resources. Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Expense Reimbursements

The Company reimburses employees for approved business expenses either weekly, or monthly, depending on expense category. All expenses must be ordinary, reasonable, necessary, have a valid business purpose, and comply with all other Company policies, such as the Company's Business Ethics policy. It is always best to seek prior approval from management when planning a business expense to ensure the expense will be approved and/or reimbursed.

Employees who have incurred approved business expenses with personal funds must submit required receipts to verify the purchase along with a completed Expense Report Form to Accounting no later than the 5th of the following month. Failure to submit appropriate documentation may delay reimbursement.

Company-issued credit cards may be provided to employees where necessary. Company credit cards are a privilege, which may be suspended or revoked at any time at the discretion of the Company and should not be used for personal expenses. Employees who have incurred approved business expenses with a Company credit card must submit required receipts to verify the purchase along with a completed Expense Report Form to Accounting no later than the 15th of the following month.

The Company reserves the right to charge expenses to the employee personally if appropriate documentation cannot be provided, or if it is determined that the expense was a personal expense rather than a business expense.

If you have any questions about the Company's expense reimbursement policy, contact the Accounting Manager or CFO. Personal and/or vacation travel may be combined with business travel provided there is no additional cost to the Company and is approved in advance by management.

Rest Breaks and Meal Periods

The majority of the Company's nonexempt employees are covered by a Collective Bargaining Agreement that dictates the employees' rest breaks and/or meal periods during their workday. Please see the Collective Bargaining Agreement that applies to you for details about the timing and duration of your rest breaks and/or meal periods.

If you are a nonexempt employee that is not covered by a Collective Bargaining Agreement, the Company will comply with all federal and state regulations regarding your entitlement to rest breaks and/or meal periods. Please see your supervisor or Human Resources if this applies to you for more details about the timing and duration of your rest breaks and/or meal periods.

All employees are expected to return to work promptly at the end of any break and/or meal period. If for any reason you are not provided breaks and/or meal periods in accordance with our policy, or your Collective Bargaining Agreement, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify Human Resources.

Overtime Pay

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. For example, hours paid for holidays, lunch/meal periods, or paid time off, if applicable, will not be included in calculating overtime hours. The Company will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor.

Union employees should consult the terms of their Collective Bargaining Agreement regarding calculation and payment of overtime. Non-exempt, non-union employees will be paid overtime in accordance with state and federal law as follows:

- All hours worked in excess of 40 hours in one workweek will be treated as overtime and paid at one-and-one-half times the employee's normal rate. Workweeks begin each Sunday at 12:01 a.m.;
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

Pay Differentials

Union employees should refer to the terms of their Collective Bargaining Agreement for applicable pay differentials, including, but not limited to, shift differentials or premium operator pay. Pay differentials do not apply to non-union employees.

Pay for Mandatory Meetings/Training

The Company will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

- Attendance is mandatory;
- The meeting, course, or lecture is directly related to the employee's job;
- The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by their supervisor;
- The employee will be paid at their regular rate of pay; and
- Any hours in excess of 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

Payment of Wages

All employees are paid weekly for work performed during the prior week's pay period. The workweek begins at 12:01 a.m. Sunday and ends at midnight on Saturday. Non-union employees are paid each Tuesday and union employees are paid each Wednesday. If a regular payday falls on a holiday, employees will be paid on the business day following the holiday. If you observe an error on your check, you must report it immediately to your supervisor or Human Resources.

Automatic "Direct" Deposit

The Company pays employees via direct payroll deposit. To begin or change your automatic payroll deposit information, you must complete a form available from the Payroll or Human Resources departments. You

should carefully monitor your payroll check stubs and deposit statements to ensure accuracy. Check stubs will either be emailed to you each week or made available to you each week in secure, electronic format.

In accepting monies via direct deposit, you agree that any monies erroneously deposited in your account are recoverable by the Company. If the Company is not able to reverse an erroneous deposit, it is the employee's responsibility to immediately return the funds to the Company.

Timekeeping Requirements

All worked hours of nonexempt employees will be recorded as time worked for payroll purposes. All time worked must be accurately reported on your time record and in most cases will be recorded daily by your supervisor.

You are not allowed to work "off the clock." Working off the clock violates company policy and may result in disciplinary action, up to and including termination of employment. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor. If you perform any off-the-clock work, please report the work to your supervisor.

Any errors on your timecard should be reported immediately to your supervisor.

Employees Who Are Required to Drive

Employees who are required to drive a Company vehicle or their own vehicles on Company business are required to maintain a current valid driver's license and current effective insurance coverage prior to driving any vehicle on Company business.

While the Company reserves the right to monitor state Department of Motor Vehicles (DMV) records of all employees who drive as part of their job, it is the responsibility of the employee to notify the Company in the event the employee's license is revoked or suspended, or the employee's personal automobile insurance coverage is cancelled, or otherwise not current or valid.

The Company retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

Ergonomics

The Company will make necessary adjustments to reduce exposure to ergonomic hazards through reasonable modifications to equipment and processes and employee training. The Company encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The Company believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact the Company Safety Director.

Health and Safety / Near Misses

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses, and all near-misses immediately to your supervisor or to the Safety Director. In compliance with state and federal law, and to promote the concept of a safe workplace, the Company maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees through their supervisor or in the Safety Director's office.

Inclement Weather/Natural Disasters

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, you must notify your supervisor by phone, if telephone service is functional, or by any other available means.

Your supervisor or another manager or Company representative will attempt to notify you in the event of a natural disaster or severe weather that causes an office or worksite closure that impacts you.

Recreational Activities and Programs

The Company or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Security

The Company has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to your supervisor or Safety Director immediately. Secure your desk, office or work area at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible.

The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor or Safety Director when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

Workplace Violence and Suicide Prevention

The Company is committed to maintaining a safe working environment for all employees. The Company has zero tolerance for acts or threats of violence, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, team members, and non-employees such as contractors, customers, and visitors. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to disciplinary action up to and including termination.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. Possession of non-work-related weapons on Company premises and at Company-sponsored events shall constitute a threat of

violence. The following are examples of threats and acts that shall be considered violent – this list is in no way all-inclusive:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm or other weapon on Company property or while performing Company business.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.
- Making a hitting motion or obscene gesture.
- Stalking or otherwise forcing undue attention on someone, whether romantic or hostile.
- Talking or speaking about actions likely to cause bodily harm or property damage.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent. If you believe that you have been the subject of workplace violence or other prohibited conduct, bring your complaint to your own or any other Company supervisor or Human Resources as soon as possible after the incident. You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory. Supervisors will refer all complaints involving workplace violence or other prohibited conduct to Human Resources. The Company will immediately undertake an effective, thorough and objective investigation of the allegations.

The Company understands that the issuance of an order of protection (restraining order) does not mean that an employee or other person has committed a crime. However, to assist the Company with awareness in potentially violent situations involving employees, you are requested to notify Company management or Human Resources immediately if you are served with an order of protection (someone else filed a restraining order against you). You are required to notify Company management or Human Resources, if you have requested an order of protection (you filed a restraining order against someone else).

Suicide Prevention

Suicide is the 10th leading cause of death in the United States. The construction industry has the 2nd highest rate of suicides among all occupations, four times higher than the general population. The Company desires to help all employees learn to recognize suicide warning signs in themselves and others and know where to seek help from national and local resources.

It's not always obvious when a co-worker is struggling, but they often show signs of suicidal thoughts in subtle ways. While some comments or threats could sound like "just talk," they can become dangerous quickly and it's important to step in or speak up if you see these warning signs:

Warning Sign	You may see or hear your coworker....
Anxiety or agitation	appear nervous, shaken, or worried.
Aggressive behavior or uncontrolled anger	act overly bitter, hostile, or seek revenge. May engage in violence by getting into fights or punching holes in walls.
Withdrawal	stop talking to friends or doing things they used to enjoy.
Feel like a burden	mention feeling like they have let down their coworkers or family; feels worthless.
Reckless behavior	work dangerously and does not seem to care about the consequences.
Changes in habits	complain of changes in sleep or show significant weight gain or loss.
Depression	mention feeling very sad or withdrawn and lasting for more than two weeks.
Increased alcohol or drug use	begin using alcohol or drugs more than usual.
Signs of Imminent Danger	
Feeling desperate	mention they don't see their situation changing or a way out; feeling trapped.
Tying up loose ends	give away favorite tools or possessions or putting affairs in order.
Saying goodbye	say a final goodbye (subtle or literal) to coworkers, friends, and/or family.
Sudden mood changes	display sudden overwhelming fear or their mood shifts from despair to calm.
Talking about suicide or wanting to die	make statements that are subtle, vague, or direct. Could be written or drawn.
Seeking access	start looking around to get the tools they need to complete the act of suicide, such as a gun, prescription, or other means.

If any of the signs above are present, bring it to the attention of your supervisor or Human Resources immediately. You can also refer your friend or co-worker to the **National Suicide Prevention Lifeline at 800-273-8255** or crisis text line by **texting HELLO to 741741**. If you believe a coworker is in imminent danger or has already harmed him/herself, call emergency services at **911**.

Employment Verification and References

All requests for employment verification and references must be directed to Human Resources. No other manager, supervisor, or employee is authorized to release information or references for current or former employees. By policy, the Company discloses only the dates of employment and the title of the last position held of former employees.

Involuntary Termination and Progressive Discipline

Violation of Company policies, procedures or rules may warrant disciplinary action. The Company has a system of progressive discipline that may include verbal warnings, written warnings, and suspension. The system is not formal, and the Company may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, immediate termination of employment.

The Company's policy of progressive discipline in no way limits or alters the at-will employment relationship. All Company-owned property, including vehicles, keys, uniforms, computers, phones, identification badges,

and credit cards, must be returned immediately upon termination of employment. Terminated employees should remove any personal items at the time they leave the Company. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Reductions in Force

Under some circumstances, the Company may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the Company will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, the Company will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

Voluntary Resignation

Voluntary resignation results when an employee voluntarily quits their employment at Clarkson Construction, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, their supervisor (unless the absence is protected by law). All Company-owned property, including vehicles, keys, uniforms, computers, phones, identification badges, and credit cards, must be returned immediately upon termination of employment. Terminated employees should remove any personal items at the time they leave the Company. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Employee Handbook Acknowledgement and Confirmation of Receipt

I have received my copy of the Clarkson Construction Company (“Company” or “the Company”) Employee Handbook.

I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in these documents, and that following Company policies and procedures is a condition of employment and/or continued employment.

I understand and agree that in the event I do not understand or have any questions about any of the policies and procedures contained in the Employee Handbook, it is my responsibility to consult with my supervisor or Human Resources to obtain an explanation.

I understand and agree that nothing in the Employee Handbook or any other Company document creates or is intended to create a promise or representation of continued employment and that employment with the Company is employment at-will; employment may be terminated at the will of either the Company or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the Company and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the Company.

I understand and agree that in the event of any conflict between the provisions of the Employee Handbook and the provisions in any applicable Collective Bargaining Agreement (“CBA”), the CBA shall govern in all cases with respect to employees covered by such an agreement.

I understand and agree that except for employment at-will status, and/or where prohibited by any CBA, any and all policies, practices, hours, wages and working conditions can be changed at any time by the Company.

I understand and agree that no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will.

Employee Signature

Date

Employee Printed Name