



# **Employee Handbook for Salary Personnel**

# INTRODUCTION

## WELCOME

As an employee of our Company, we feel that your contribution cannot be overstated. We are glad that you are a part of our team and have prepared this handbook in order to outline the salary policies and procedures of our Company. These policies and procedures are in place to ensure a safer more productive work place and it is the obligation of all employees to be knowledgeable of the Company's standards and regulations, and to follow all company rules, policies, procedures, and regulations. Employees at all levels must work diligently to comply with the Company's rules, policies, regulations, and procedures.

The term "Company premises" is used throughout this handbook. "Company premises" includes all locations at which work is performed by the Company, or which are assigned to the Company for its use by a client or another contractor, including parking lots and storage areas. It also includes aircraft, automobiles, trucks, and all other vehicles and equipment whether Company owned or leased.

You are to thoroughly familiarize yourself with the contents of this handbook and retain it for future use. **This handbook is not a contract and does not create or imply an employment contract between you and the Company.** It is an explanation of general information, policies and procedures, as they exist on the date of publication. All information contained in this handbook is designed to serve as guidelines rather than absolute rules, and exceptions may be made on the basis of particular circumstances. Further, this Company reserves the right to modify, revoke, suspend, terminate or change in whole or in part any of the published or unpublished policies or practices of the Company at any time with or without notice and without having to give cause or justification to any employee. From time to time, you may receive updated information concerning changes in policy. No change in company policy will be effective unless an authorized representative of the company executes the change. For the most up-to-date Turner Industries salary handbook, please visit <http://tc/Support/HumanResources/default.aspx>

**Although we hope that your employment with us will be long term and rewarding, employment with this Company is at all times at-will, meaning that, either you or the Company may terminate the employment relationship at any time, with or without cause for any reason not expressly prohibited by law. This at-will relationship will remain intact regardless of any statements made by Company personnel or set forth in any written documents. No officer or employee of the Company, other than the Chief Executive Officer, Chief Operating Officer, or President is authorized to execute an employment contract with any employee or to alter the at-will policy. Nothing contained in this handbook should be construed as a guarantee of continued employment.**

**Employees are cautioned not to rely upon oral statements or assurances that would modify company policies or procedures.**

If you have any questions concerning the policies or statements contained in this handbook, please ask your Supervisor or contact the Human Resources Department at **1-800-288-6503**.

Contact information and telephone numbers can be located on the Turner Central website at <http://turnercentral/Pages/Default.aspx>. Employees are encouraged to familiarize themselves with the Turner website.

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## COMPANY HISTORY

Our Company is one of the leading industrial service companies with operations throughout the world. The Company's corporate office is located in Baton Rouge, Louisiana.

Founded in 1961, the Company provides such services as construction, contract maintenance, turnarounds, shutdowns, scaffolding, pipe fabrication, painting, environmental, preventive maintenance, bundle extraction, tank cleaning, procurement, system integration, equipment rental, project management, specialty welding, water treatment, heavy hauling rigging, exchanger and hydro-blasting.

The Company is structured to provide specialty services to the industrial marketplace. These industries include refinery, petrochemical, power generating, and paper and pulp facilities.

Our Company's culture is one of ongoing commitment to quality performance and service delivery through such avenues as training, safety, planning, job execution and human resources. In addition we strive to be an actively involved, good corporate citizen in the communities in which our employees live and work.

We are dedicated to providing value to our clients. We do this through establishing positive working relationships between our employees and our clients and by implementing business solutions that foster both parties to profit. Our goal is to provide clients with services that will allow them to be the best and to deliver the results that have a positive bottom-line impact. We strive to assist our clients in achieving their business objectives, to produce positive bottom line results by working more efficiently and effectively, and to deliver innovative solutions so that our client's competitive advantage as well as our own will be maximized.

## EMPLOYEE ORIENTATION

During the first few days of employment, employees may receive important information regarding performance requirements, basic Company policies, benefit programs, and other information necessary to familiarize the employee with their job and the Company.

Please ensure that all information provided to the Company is accurate. Falsification of any Company documents is a violation of Company policy and may result in disciplinary action, up to and including termination.

## CORPORATE CODE OF CONDUCT

### **Code of Ethics and Professional Conduct**

Commitment and dedication to ethical professional conduct is expected of all employees in every aspect of our business practices. Our company is judged by how its employees act. Our business model is based upon a commitment toward i.) sound ethics, ii.) personal integrity, and iii.) shared responsibilities, as well as a firm commitment toward our business owners. Therefore, upholding the Turner reputation is of paramount importance. This reputation will be upheld only if we act with honesty and integrity in all business practices. Maintaining the trust and confidence of our owners, employees, customers, vendors, suppliers, and other people with whom we conduct business [even with our competitors], as well as the communities in which we work, is crucial to our continued growth and success.

This Code shall serve as a basis for ethical decision-making in the performance of work for this Company. Additionally this code may serve as a basis for judging the merit of a formal complaint pertaining to violations of professional ethical standards contained herein. It is understood that some words and descriptions in this code of ethics and professional conduct are subject to varying

personal interpretations, and that any ethical principle may conflict with other ethical principles in specific situations. Questions related to ethical conflicts can best be answered by thoughtful consideration of fundamental principles such as honesty, integrity, trust, openness, teamwork, pride, professionalism and respect for others. Put another way, adhering to our Corporate Code of Conduct is an expression of our integrity, attitudes, our way of life, as well as a standard by which we govern our professional and personal lives. This Code therefore is a standard to live by – and not just a list of rules to obey. This will often mean making judgment calls about difficult situations that might not be expressly stated in this Code.

## **General Business Principles**

### **Objectives:**

Our company's objectives are many, but include the efficient engagement of resources that result in responsible and profitable successes in the construction, maintenance, fabrication and specialty services industries. We also strive to participate in the search for and development of other sources of revenue. Our company seeks to maintain a high standard of performance, and to maintain a long-term competitive business position.

### **Economic Principles:**

Profitability is essential to fulfilling our objectives. Without profits and a strong financial foundation, it is not possible for us to fulfill our objectives. In addition, when making sound investment and business decisions, we will not exclusively consider economic results but will also take into account social and environmental considerations.

### **Business Integrity:**

As a company, we insist on honesty, integrity, and fairness in all aspects of our business and expect the same in our relationships with those with whom we conduct business. The direct or indirect offer, payment, solicitation, and acceptance of bribes in any form is unacceptable. An employee's conflicts of interest between his or her private financial activities and the manner in which he or she conducts company business must be avoided at all times and under all circumstances. All business transactions on behalf of our company must be reflected accurately and fairly in the accounts of our company in accordance with and subject to established procedures and verifiable audit. Employees have a duty to avoid situations that might be adverse to our Company's interest or that might result in conflicting loyalties or interests. Our Company's Conflict of Interest policy and Related Party Disclosures detail prohibited involvement with suppliers, contractors, competitors or customers, prohibit gift giving and inappropriate entertainment of company customers, vendors, or suppliers, as well as prohibit the use of company information.

### **Competition:**

Our company supports free enterprise. We seek to compete fairly and ethically within the framework of applicable anti-competition laws and we will not prevent others from competing freely with us. Our Company's Antitrust Compliance Policy and Antitrust Compliance Guide set forth our intentions to conduct operations in strict compliance with all applicable antitrust laws. The antitrust laws generally prohibit business activities that constitute unreasonable restraints on trade.

### **Political Activities:**

Our Company is committed to being a responsible corporate citizen in complying with applicable laws and related regulations regarding the use of corporate resources in connection with political activities. The Company further believes that its commitment toward responsible corporate citizenship demands involvement in a healthy and informed democracy. The Company generally encourages its employees to participate in permitted political activities where they live and work, provided that such activities only occur in an individual and private capacity and not on behalf of the Company. In addition, employees may not take part in political activities on Company time or using Company resources.

In furtherance of these principles, the Company has adopted a political activity policy which provides that the Company and its affiliates may make political contributions or use appropriate corporate funds or assets for any candidates or political parties, including campaign committees and funds, caucuses, independent expenditure committees, or special interest groups engaged in lobbying activities – and which further the Company's interests in our industry and in our communities. All legally permissible political expenditures are made through the Company's Executive Management Committee. The Company's policy further discourages individuals from suggesting or encouraging the Company's support of a particular candidate or position.

Employees who privately engage in political activities, including the election process, must do so solely on their own behalf and not on the Company's behalf, time, or premises. In particular:

Employees may make personal political contributions (including to any political party, candidate or political organization or interest group) and may engage in political activities of their own choosing. However, such contributions and activities cannot be made or undertaken in any way that would make it appear that the Company is supporting a candidate for election, a political party, an interest group, or any political initiative or ballot issue without the advance written approval of the Company's CEO or President.

All lobbying activities (including participation in any trade associations) that are conducted on behalf of the Company and its business operations, interests, and strategies are handled exclusively through the Company's Executive Management Committee.

#### **Health, Safety and the Environment:**

All employees are expected to commit to the pursuit of harming neither people nor the environment by using material, equipment and energy efficiently and by following all established safety policies and procedures. Our Company's systematic approach to health, safety and environmental management is designed to achieve continuous successful performance while ensuring compliance with laws. Subcontractors and joint ventures under our Company's operational control are expected to comply with all required safety policies and procedures.

#### **The Community:**

Our success is due in large part to the benefits, both tangible and intangible, that we derive from memberships in our communities, whether local, national or global. We encourage employees to participate in community organizations, charities or other activities that return those benefits, but it should not be done in the Company's name without prior approval.

Additionally, our company takes a constructive interest in social matters that may or may not be directly related to our business. Community involvement in educational and/or charity programs may vary and each opportunity will be evaluated individually.

#### **General Moral Imperatives of Our Company and Our Employees:**

1. Avoid harm to self and others
2. Contribute positively to society and human wellbeing
3. Be honest and trustworthy
4. Be fair and take action not to discriminate against others in any way
5. Honor property rights including such things as copyrights and patents
6. Respect the privacy of others
7. Give proper credit for intellectual property - One must not take credit for other's ideas or work
8. Honor Confidentiality
9. Adhere to all federal and state laws and regulations

#### **General Professional Responsibilities:**

1. Acquire and maintain professional competence
2. Know, respect and adhere to existing laws related to our operations
3. Learn and grow from work performance evaluations
4. Strive to achieve exceptional quality, effectiveness and dignity in business practices
5. Honor contracts, agreements, and responsibilities



**Compliance with this Code:**

The future of our Company depends on our operational, administrative and ethical excellence. All employees should adhere to the principles of this Code as well as encourage and support adherence to these principles by their co-workers. Our compliance policies and this Code are all aimed at avoiding unethical conduct as well as possible violations of laws. Each employee has an obligation to seek clarification and advice whenever a question concerning compliance with this Code arises. Such advice may be sought from management, from the Compliance and Ethics Department or from our internal Risk Management, Legal, Audit or Human Resources departments. Our long-term success in this area will depend on each employee's realizing our Company's commitment to this Code, seeking advice before engaging in conduct that presents legal or ethical questions, and proceeding with business in a professional and ethical manner.

**Reporting Possible Violations of this Code:**

If an employee feels that he or she has a good faith report of behavior that he or she believe to be a violation of this Code they are required to make such report to 1-800-626-1735. Any attempt at retaliation or intimidation against anyone reporting in good faith, a suspected violation of this Code or against anyone who participates in an investigation of a suspected violation will not be tolerated. Once a report of a possible violation of this Code is made, a prompt investigation will be conducted by the Turner Ethics & Compliance Department. Our Company strives to consistently and appropriately enforce this Code. Violators of this Code are subject to disciplinary action up to and including termination. In certain cases, where appropriate, law enforcement officials will be informed of facts discovered by any internal investigation concerning non-compliance with laws.

In addition to this Code, Company and site specific policies and procedures are detailed in your employee handbook. It is the responsibility of every employee to perform his or her job in a manner that is in strict compliance with all Company policies, procedures and Codes.

## **EMPLOYMENT POLICIES**

### **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

Our policy is to comply with all applicable federal, state, and local equal employment opportunity laws. This Company does not discriminate against an applicant for employment or its employees on the basis of race, color, religion, sex, national origin, age, disability, genetic information, veteran status, union affiliation, or any other basis prohibited by federal, state or local law, or ordinance.

This policy applies to all employment practices and personnel actions. Any employee, supervisor or manager who is found to be in violation of this policy will be subject to disciplinary action up to and including termination.

If you feel that you have been subjected to discrimination by employees, supervisors, officers or agents of this Company, report the incident or complaint directly to your manager or supervisor, or call **1-800-626-1735**. Calls may be made anonymously to this number.

### **WORKPLACE ANTI-HARASSMENT, ANTI-DISCRIMINATION & ANTI-RETALIATION POLICY**

The Company strictly prohibits harassment discrimination and retaliation against all employees, vendors, contractors, subcontractors, clients or non-employees on the basis of race, color, creed, religion, sex/gender, national origin or ancestry, age, physical or mental disability, genetic information, pregnancy, childbirth, veteran status, union affiliation, or any other basis protected by federal, state or local law, or ordinance (a "Protected Class"). Verbal, written, recorded, electronically transmitted messages or physical conduct that creates an intimidating, hostile, or offensive work environment is the type of conduct that is prohibited by this policy. Examples



of actions that may constitute harassment or discrimination in violation of this policy include epithets, slurs or negative stereotyping, offensive jokes or comments, visual displays such as offensive posters, photos, cartoons, drawings or gestures. Written or other materials in the workplace showing hostility toward an individual because of the individual's Protected Class are also prohibited.

The Company policy also strictly prohibits the unlawful or improper use of Company communications services and equipment in violation of this policy. Improper use includes any harassing, offensive, discriminatory, demeaning, insulting, defaming, intimidating, obscene, and/or sexually suggestive written, recorded, or electronically transmitted ("e-mail", social media, text & voice mail) messages, jokes, stories, or pictures that inappropriately reference a Protected Class. Company communications services and equipment includes but is not limited to interoffice mail, standard postal mail, instant messaging, texting, electronic mail ("e-mail"), courier services, facsimiles, telephone systems, personal computers, computer networks, social media websites, blogs, on-line services, Internet connections, computer files, video equipment and tapes, tape recorders and recordings, pagers, cellular phones and bulletin boards.

### **Sexual Harassment**

The Company strictly prohibits sexual harassment of all employees, vendors, contractors, subcontractors, clients or non-employees. "Sexual harassment" has been defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:

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

Examples of, behavior that is or may be considered harassment in violation of this policy include but are not limited to: Verbal (Spoken) - Sexual innuendoes, suggestive comments, insults, humor and jokes about sex, threats, or sexual demands; Non-Verbal - Leering, whistling, obscene gestures; Physical - Intentionally touching or brushing the body, pinching, sexual intercourse or sexual relations, assault; Written - Harassing, demeaning, obscene, or sexually suggestive pictures, jokes, stories, messages.

### **Retaliation**

Each person has the responsibility and duty to report to the appropriate person any act that he or she believes is unlawful harassment, discrimination or retaliation. Federal, state and local laws protect employees and applicants from retaliation for engaging in activity protected by anti-discrimination, anti-harassment and anti-retaliation laws, as well as other laws. You will not be penalized for reporting any act you believe in good faith is unlawful harassment, discrimination or retaliation.

### **Filing a Complaint of Harassment or Discrimination**

All complaints regarding harassment, discrimination or retaliation by any manager, fellow employee, vendor, client or non-employee **MUST** be reported immediately or as soon as possible. If you feel that you have been subjected to harassment, discrimination, or retaliation, you should report the incident or complaint directly to your manager or supervisor, your regional Human Resources Manager, the Employee Relations Department at 1- 800- 288-6503 or the Ethics and Compliance Hotline at 1- 800-626-1735.

It is not necessary for an employee to complain first to an offending supervisor in order to report harassment, discrimination or retaliation. Each employee has not only a right, but also a duty, to report conduct, which he or she believes, may constitute harassment, discrimination or retaliation. The Company does not condone or authorize any kind of retaliation against any individual who has made a good faith report of conduct that he or she believes may constitute

harassment, discrimination or retaliation or for participating in an investigation in violation of this policy. Again, to file a complaint or to report harassing, discriminatory or retaliatory conduct, you should notify your manager or supervisor, your regional Human Resources Manager, the Employee Relations Department at 1- 800- 288-6503 or the Ethics and Compliance Hotline at 1-800-626-1735. Calls to the Ethics and Compliance Hotline may be made anonymously.

### **Investigation**

The Company will investigate all allegations of harassment, discrimination and retaliation. The Company will maintain confidentiality to the extent consistent with a thorough investigation and subject to applicable laws and regulations or legal proceedings. Any employee who is asked to participate in a Company investigation is required to keep all discussions and events of the investigation confidential, to the extent permitted by law.

### **Discipline**

Any employee at any level found to have engaged in the harassment, discrimination, or retaliation of another employee, vendor, contractor, subcontractor, client, or non-employee in violation of this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

## **AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities or perceived disabilities from discrimination in hiring and all other personnel practices. It is the policy of this Company to comply with the provisions outlined in this law. To file a complaint or to report harassing or discriminatory conduct, you are required to call **1-800-626-1735**. Any employee found to have violated this policy will be subject to disciplinary action, up to and including termination. The Company will provide a reasonable accommodation to any qualified individual capable of performing their essential job functions in accordance with the ADA. Notify your supervisor or contact **1-800-626-1735** to request an accommodation.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

## **SAFETY RULES & REGULATIONS and SECURITY**

Safety is a condition of employment, and all employees must exhibit a conscientious assumption of health and safety responsibility. People are the most essential element of our Safety program because concerned, involved, and trained employees are the Company's greatest resource.

Safety is the result of careful attention to all Company operations by those who are directly and indirectly involved. The Company is committed to making sure that all of our jobs and work locations are safe and therefore, the Company strives for the highest safety standards on all of our projects. Employees must think and act safely.

Employees at all levels should work diligently to execute the Company's policy of maintaining occupational safety and health. Employees should, at all times follow good common sense safety habits. Our safety program has been developed to assure compliance with federal, state, local, and client rules and regulations and to protect the health and safety of our employees. It is the employee's obligation to be knowledgeable of this Company's standards and regulations and to abide by all rules, procedures and regulations contained therein.

**Unsafe conditions and practices should be reported to your Supervisor and site safety manager immediately. Any accident on the job regardless of how minor it may seem to you is to be reported to your Supervisor and site safety manager immediately. Failure to report near-miss incidents, accidents, injuries, unsafe acts, or unsafe conditions immediately to supervision may result in disciplinary action up to and including termination.**

To maintain a safe work environment, employees entering or leaving Company buildings and jobsites may be asked to display their badges and submit to an inspection of such things as lunch boxes and other parcels.

If you have any questions regarding the Company's safety and/or security standards, rules, regulations, or procedures please ask your supervisor or refer to the Corporate Health and Safety Manual. The Corporate Health and Safety Manual can be accessed at any time through the corporate online training system, Turner eLearning (<http://training.turner-it.com>). You may also request a copy from the Corporate Health and Safety Department at **1-800-288-6503**.

#### **Medical Evaluation and Release Procedures**

It is the policy of the Company that applicants to whom a conditional offer of employment has been extended as well as current employees may be required to undergo medical tests, procedures or examinations wherever management determines these are necessary for the continued safe and/or efficient operation of the organization.

### **DRUG, ALCOHOL, AND CONTRABAND POLICY**

#### **Purpose of the Policy**

The Company has established this Drug, Alcohol, and Contraband Policy (THE POLICY) to assist us in providing a safe and healthy working environment for our employees, to protect our property and the property of our clients, and to cooperate with our clients in their efforts to provide safe and efficient operations.

#### **Statement of the Policy**

The use, possession, concealment, transportation, promotion or sale of the following items or substances by any employee of the Company, or by any employees of a subcontractor for the company is strictly prohibited on all company or jobsite premises:

Illegal drugs, controlled substances (including trace amounts), look-alike drugs, designer drugs, or any other substance which, subject to interpretation and enforcement as per applicable law and regulation, may have the effect on the human body of being a narcotic, depressant, stimulant, hallucinogen or cannabinoid (herein called "drugs").

Employees or others on company or job site premises must report to his/her supervisor any medication prescribed by a physician where i.) the use of such medication might impair the employee's ability to perform his/her job safely; or ii.) the physician has indicated that the employee's senses, judgment and/or job performance might be affected by the medication or might impair the employee's ability to perform his/her job safely; or iii.) the employee has reason to believe that his/her senses, judgment and/or job performance might be affected or might impair the employee's ability to perform his/her job safely; and/or iv.) the Company or the Company's physician has reason to believe that the Employee's senses, judgment and/or job performance might be affected or might impair the employee's ability to perform his/her job safely. This also includes over-the-counter medication that the employee and/or his or her physician has reason to believe might affect his/her senses, judgment and/or job performance or which might impair the employee's ability to perform his/her job safely. Any information divulged by the employee will be held in confidence, as required by law. The employee must be able to provide a record of the prescription, including the name of the medication, the prescribing physician's name, the reason it was prescribed, and any limitations the prescription may place on the employee's ability to perform assigned duties. Failure to provide the requested information can result in suspension and/or termination.

To the maximum extent allowed by applicable law and/or regulation, the Company at all times, reserves the right to have a reviewing physician or its own personnel determine if a prescription drug or medication produces, or might produce, deleterious effects and/or might affect the Employee's senses, judgment, and /or job performance and may restrict its use on company or job site premises or restrict the employee's work activity or terminate employment. Subject to applicable law and/or regulation, the guidelines followed for prescription drugs by Medical Review Officers and/or physicians are:

1. A prescription for a drug other than a controlled dangerous substance shall expire one year after the date written.
2. A prescription for a controlled dangerous substance listed in Schedule II, III, IV, or V shall expire six months after the date written.
3. Expired prescriptions shall not be refillable or renewable.
4. To the maximum extent allowed by law and/or regulation, the Company shall avail itself of any and all appropriate job site safety requirements in determining whether an employee or a job applicant may perform his or her job duties while under the influence of any medication.
5. The Company shall adopt and institute appropriate additional guidelines to effectuate these policies in a manner which is consistent with applicable law and/or regulation.

**\*\*\*NOTE: Above regulations may change where state laws are applicable**

Subject to applicable law and/or regulation, also prohibited is being at work, or reporting for work, with any detectable quantity of any prohibited drug in the employee's system. In addition, employees are prohibited from the off-premises use of alcohol and possession, use, or sale of illegal drugs when such activities adversely affect job performance, job safety, or the Company's reputation in the community or industry. The foregoing shall at all times be interpreted and enforced to the maximum extent allowed by law and/or regulation.

### **Searches and Inspections**

To the maximum extent allowed by law and/or regulation, we or the client may, at any time, conduct searches and inspections of employees or other persons and their lockers, lunch boxes, personal effects, clothing, work areas, and vehicles, for the purpose of determining if such employees or other persons are in possession, use, transportation, or concealment of any prohibited items and substances. Such searches and inspections may be conducted by supervisors or specialists, including trained dogs.

### **Drug Screening**

To the maximum extent allowed by law and/or regulation, we may utilize a Urine Drug Screen Test, hair analysis, or other required or desired medical testing procedures to help in the control or detection of drug or alcohol usage. All testing will be in accordance with all applicable federal, state, and local drug and alcohol related laws and regulations. To the maximum extent allowed by law and/or regulation, these tests may be utilized in, but not limited to, the following circumstances:

Employment hiring process.

Re-entrance employee examinations.

Annual employee physicals.

Part of an overall search and inspection of the company's or jobsite premises.

When an employee's supervisor has a reasonable suspicion that the employee is intoxicated, or is using or working under the influence of drugs or alcohol. A supervisor may reasonably suspect that an employee illegally uses drugs, based upon (among other things) observation

of drug use, apparent drug intoxication, abnormal or erratic behavior, investigation, arrest, or conviction for drug or alcohol related offenses, reports from apparently reliable and credible sources, or evidence that the employee attempted to tamper with a previous drug screen test. When such reasonable suspicion exists, then to the maximum extent allowed by law and/or regulation, the Company may undertake all appropriate and legally available measures to test for the presence of alcohol and/or other illicit substances.

When an employee is found in possession of suspected illegal or unauthorized drugs, or alcohol, or paraphernalia.

Following on-the-job accidents, unsafe practices and/or near-miss incidents.  
When required by the client.

Random sampling.

\*Return to Duty testing (any employees/rehires that has successfully completed the Turner Reinstatement Policy)

To the maximum extent allowed by law and/or regulation, wall to wall testing which may include unannounced en masse drug and alcohol testing of specific groups. Such groups may include, but are not limited to, all company employees on site, or by shift, by crew, by location, by craft, by company or by another similar category.

Any other deemed appropriate by the company and/or client, and which is allowed by applicable law and/or regulation.

\*Follow up testing can be conducted without notice for any employee or rehire with previous violations.

\*\* To the maximum extent allowed by law and/or regulation, employees may not be allowed to return to work at the Company or on the clients' premises until documentation has been provided showing a negative alcohol and drug screen.

The results of these tests will be kept confidential to the extent required by law or regulation. To the extent allowed by law or regulation, test results may also be disclosed to the client when requested or required. Drug tests not conducted under the supervision of the Company are not recognized as approved.

### **Alcohol Screening**

We may utilize several types of alcohol screening methods in effort to control or detect the use of alcohol. Any detectable amount of alcohol is a violation of company policy. Alcohol testing shall be done by:

1. Breath Analyzer Test (BAT)
2. Saliva Test
3. Blood Test

### **On Site Testing**

To the maximum extent allowed by law and/or regulation, on site testing will be utilized. Appropriate action will be taken against any employee who tests positive until the initial positive screen has been confirmed by a certified laboratory as determined by the Company.

### **Document Retention**

The Company will maintain the appropriate records, in the medical department, for the length of time requested by the client and/or applicable law. The forms retained may include chain of custody forms, alcohol screening forms, acknowledgement forms, etc.

### **Subcontractor Responsibilities**

It is required of all subcontractors' to fully comply with Turner Industries Group, L.L.C. Drug, Alcohol, and Contraband Policy, as well as the client's and all applicable federal, state, and local laws and regulations. Any violation of this requirement will be subject to disciplinary action up to and including termination of the subcontract. The Company will audit subcontractor drug and alcohol testing records, as needed.

### **Client Rules**

In addition to the rules and requirements set forth in this POLICY and without constituting such Company employees as employees of the client or customer, To the maximum extent allowed by law and/or regulation, "the Company" and all employees of "the Company" will be required to comply with all rules and requirements of the Company's clients and customers.

### **Disciplinary Action For Policy Violations**

To the maximum extent allowed by law and/or regulation, an employee who refuses to submit to a search or inspection or to a urine drug screen, hair analysis, or other approved medical testing procedures, or is found as a result of such tests to have any detectable quantity of any illegal drug, controlled substance or other substance which may have the effect on the human body of being a narcotic, depressant, stimulant, hallucinogen or cannabinoid in his/her system who otherwise violates the policy will be subject to disciplinary action up to and including discharge. Attempting to alter, degrade, substitute, dilute, or switch any urine/blood sample shall be a violation of this Policy. Compliance with the policy and programs is a condition of employment.

Any violation of this policy can result in permanent removal from the client's premises, upon their request.

The proper law enforcement authorities may be notified in appropriate cases.

This policy and these programs are made for the maximum safety and well-being of all employees and other personnel. Your assistance and cooperation for the achievement of this goal is vitally important.

### **Contraband**

The use or possession of explosives, intoxicants, illicit drugs, stolen property, drug paraphernalia, or narcotics on office and jobsite property, including parking lots, is strictly prohibited. Bringing "strike anywhere" matches to the jobsite or having any type of match, cigarette lighter, or flame-producing device in restricted areas is also prohibited. Any employee possessing contraband, smoking in unauthorized areas, or reporting to work under the influence of drugs or intoxicants is subject to disciplinary action up to and including termination.

### **Firearms and Other Weapons**

Employees may not carry firearms or weapons of any kind on their person while at work or on company property, including any Turner company offices, and company-owned or leased vehicles, except as follows:

Subject to Turner client/owner policies and procedures which regard this issue, employees may store lawfully possessed firearms or other weapons in their personal vehicles while parked on company property provided the vehicle is locked and such firearms or other weapons are hidden from plain view or locked in a case or container within the vehicle. All employees shall be required to familiarize themselves with any Turner client/owner policies and procedures regarding the presence of firearms on their premises and/or parking facilities. Turner reserves the right to alter or amend this policy in accordance with law.

This policy will be strictly enforced and any violations will result in disciplinary action up to and including termination of employment.



## INFORMATION TECHNOLOGY AND SOCIAL MEDIA POLICIES

The following policies apply to all users accessing the company's information systems (computers, networks, etc..) regardless of the method or location of connecting to the systems.

### **Messaging Policy**

All network transmission or email is considered property of the Company. The Company email system is to be used for official Company business purposes only. This includes all internal and Internet email, instant messaging, text messaging, or electronic means of communication. The Company has the right to review all information traveling over the Company's network. Unless expressly authorized by the Information Technology Department, sending, transmitting, or otherwise disseminating proprietary data, trade secrets, or other confidential information of the Company is strictly prohibited. Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate may not be sent by email or any other form of electronic communication. Users encountering or receiving this kind of material should immediately report the incident to the Fraud Hotline 1-800-626-1735. Employees may not initiate or forward any non-business related chain email, solicitations, or personal events. The email accounts given to employees are to assist them in the performance of their jobs. Users should not have an expectation of privacy in anything they create, store, send, or receive via the Company email system. Additionally, the company deems email as a transient communication tool and will automatically delete email after 6 months in the email system. Any emails deemed to be a document of record, needs to be moved to other network locations which is exempt from the 6 month deletion period.

### **Internet Policy**

The Company's Internet system is to be used for official Company business purposes only. The Company has the right to review all information traveling over the Company's network. The display of any kind of sexually explicit image or document on any Company system is prohibited by our policy on workplace harassment. In addition, sexually explicit material may not be archived, stored, distributed, edited or recorded using the Company Internet connection or computing resources. Under no circumstances should software be downloaded from the Internet without proper authorization from the Information Technology Department. Employees with Internet access may not use Company Internet facilities to download entertainment software or games, or to play games over the Internet. Employees with Internet access may not use Company Internet facilities to download images or videos unless there is an express business-related use for the material. Employees with Internet access may not upload any software licensed to the Company or data owned or licensed by the Company without the express authorization of the Information Technology Department. Because a wide variety of materials may be considered offensive by colleagues, customers, or suppliers, it is a violation of Company policy to store, view, print or redistribute any document or graphic file that is not directly related to the user's job or the Company's business activities.

### **Company Property**

All Company information systems, including the information transmitted or stored by them, are the sole property of the Company. The Company may access and monitor employee communications and files, as it considers appropriate. Information systems include, but may not be limited to mail, electronic mail (email), instant messaging, text messages, courier services, facsimiles, telephone systems, personal computers, computer networks, wireless and cellular networks, on-line services, Internet connections, computer files, video equipment and tapes, tape recorders and recordings, pagers, cellular phones and bulletin boards. On-line services, Internet and email access may be provided to employees based on business justification and the meeting of technical requirements. It is the employees' responsibility to ensure all company data is returned to the company at separation. In cases where data has been copied, the data must be destroyed with supervisor and/or IT supervision. No software of any type is to be installed or executed on Turner information systems without prior approval from the Information Technology Department. It is the responsibility of each employee to utilize communications services as a business tool. Employees should represent the Company in a professional manner while sending



and receiving information within and outside the Company. The sending or public posting of confidential materials outside of the Company is strictly prohibited. Employees should refrain from exchanging any confidential information to unauthorized personnel.

Turner strictly prohibits the sharing of passwords to all electronic devices (owned by the company, or personally owned and connected to the company network) including, but not limited to; computers, cell phones, smart phones, tablets, or other handheld devices. The no-sharing policy also applies to our intranet and the internet, as well as all installed or online applications/software. If a user needs access to a program, or specifics in a program, that individual should request personal access from his or her manager.

### **Social Media Guidelines**

Turner Industries Group, L.L.C., as well as its related companies [collectively “Turner Industries”] is well aware of how online social computing platforms—such as blogs, wikis, social networks, and all sorts of social media both inside and outside the company are transforming the way we interact. A sample of these on-line platforms includes Facebook, Twitter, YouTube, and LinkedIn. Online collaboration enables people to share knowledge and ideas regardless of rank, title, or experience. This collaboration may extend through the web, a mobile device, text messaging, email or any other existing or emerging communications platform.

These guidelines and policies have been developed for all Turner Industries employees to follow whenever contributing to online social computing platforms, and where there are references to or a potential impact on our company.

Turner Industries trusts and expects employees to exercise personal responsibility whenever they use social media, which includes not violating the trust of those with whom they are engaging. Only those individuals officially designated by senior management may use social media to speak on behalf of our company in an official capacity.

Employees are also responsible for making sure that their online activities do not interfere with their ability to fulfill their job requirements or their commitments to their managers, co-workers or customers.

### **Please Think Before You Post**

Keep in mind that most online social computing platforms are like public marketplaces—what’s out there is available for all to see, including possibly your employer. As to social platforms, the boundaries of professional and personal information are not always very clear. In these days of shifting privacy policies and powerful search engine indexing, you can’t always be sure that what is being shared, viewed or archived is being targeted toward a specific audience. Note that what you publish online will be public for a very long time. What you post will reflect on you, so we recommend that you be consistent with the way in which you wish to portray yourself to friends, family, and colleagues.

### **Personal Responsibility**

You are personally responsible for your words and actions, no matter where you are, even in the online world. Please remember that when you participate in social media, you are speaking as an individual and not on behalf of the company.

We suggest that you very carefully consider i.) the purchase of inbound links, ii.) the promise of inbound links to create positive social media disclosures about or on behalf of our company, or iii.) participation in link bartering exchanges. Many of these solicitations potentially fall short of legitimacy, and you should always be aware of those who seek to establish an on-line relationship with you. This diligence protects you as an on-line consumer.

Establishing a company account or becoming an official Turner Industries representative that shares information about the company and the areas in which we work requires approval from senior management. If you would like to represent Turner Industries or create a company

account, please contact the appropriate Vice President[s] of the Business Development and/or Marketing Department[s].

Where applicable law permits, you should understand that Turner Industries reserves the right to monitor social media in the public domain.

If a member of the press or online media contacts you about online content concerning the company, please refer them to the Legal Department. Understand that you are not authorized to speak on the company's behalf as to any matter about which the media inquires.

### **Respectful Conduct**

Trust is the key element in building relationships online. We suggest that trust is best established by keeping a respectful tone, even when disagreeing with others, and by responding to comments in a timely manner. If you realize that you've made a mistake, try to correct it promptly. Employees should always strive to add value to online conversations by advancing the dialogue in a constructive, meaningful way. By adding value, employees can effectively demonstrate respectfulness to those they engage via social media channels.

Our company recognizes and appreciates the rights of individuals to free speech. Employees should always be respectful of every individual's legal right to express their opinions, whether those opinions are complimentary or critical. By respectfulness, we mean tolerance and consideration for the opinions and positions of others, whether they are in alignment or conflict with your own. Always show proper consideration when discussing religion, politics or any other controversial issues that may provoke a charged, emotional response by demonstrating tolerance and patience, and always strive to show compassion for alternate points of view.

Your behavior online should be consistent with our Corporate Code of Conduct and Code of Business Ethics. You have the opportunity to help shape the company's reputation online. Use your knowledge to enrich discussions, help solve problems, share the excitement of our work environment, and promote learning and idea-sharing.

Please bear in mind that the tone you use online can be interpreted in different ways by your readers, due to a lack of non-verbal communication or cultural differences. Some readers, visitors, or participants may not be familiar with abbreviations, emoticons and other common codes used in online communication. Remember also that comments are often taken out of context, so stick to the facts.

Do not engage in any conduct online that would not be acceptable in our workplace or that is unlawful. Online conduct that consists of unlawful harassment, threats, violence, intimidation, ethnic slurs, racial or religious intolerance, abusive or profane conduct, and any other form of behavior prohibited in the Turner Industries workplace is absolutely prohibited via social media channels. Do not make derogatory remarks, bully, intimidate, harass other users, use insults or post content that is hateful, slanderous, threatening, discriminating or pornographic.

### **Employee Personal Privacy**

Employees have a right to their personal privacy. They have the right to keep their personal opinions, beliefs, thoughts and emotions private. Employees are prohibited from sharing anything via social media channels that violates another employee's right to personal privacy.

Examples of social media disclosures that may compromise an employee's right to privacy include, but are not limited to, pictures, video or audio recorded and shared through social media channels without the permission of the employee[s] featured, or the public disclosure of private facts or the disclosure of information gained through unreasonable intrusion.

### **Trade Secrets & Confidentiality**

Effectively managing and protecting our company's trade secrets is a critical responsibility of all employees. Trade secrets are a vital asset, whether we work in the field or the office. Failure to

manage and protect confidential information correctly may result in legal or regulatory fines, damages to reputation, and lost productivity for the company.

Always protect the company's, as well as our customers', subcontractors', vendors', and suppliers' confidential and other proprietary information. Examples of such protected and proprietary information include customer lists, commercial labor rates, as well as trademarked or copyright information relative to tracking labor movement[s] or job performance. Don't put anything online you wouldn't share with a journalist, client, analyst or competitor.

Externally, employees are prohibited from referencing confidential details of on-going or future projects, as well as any details as to expected or anticipated "launch" dates of any future projects in their social media disclosures without first obtaining senior management's permission.

Social media channels are not the place to conduct confidential company business with co-workers, customers, subcontractors, vendors, or suppliers.

Please ensure that any references to customers, subcontractors, vendors, and suppliers do not violate any non-disclosure obligations.

### **Disclaimers**

In order to protect our brand, our company wants to make it as easy as possible for others to be able to distinguish social media disclosures issued in an official capacity by management from those issued by employees who are not our official corporate spokespeople. This policy is not intended to, nor will it be interpreted or enforced in a manner that would interfere with employees' rights to discuss work related issues with one another.

This disclaimer does not by itself exempt employees from a special responsibility when making social media disclosures. Employees should always consider whether the personal thoughts and reflections they publish regarding the company's services may be misunderstood.

A manager should likewise assume that his or her team will read what is written – whether on-line or in the field. Public social media channels are not the place for managers to enforce corporate policy, or to reprimand employees.

### **Final thoughts**

Use of social computing platforms in accordance with this policy can be a very effective and powerful communication tool. Be proud of what you do and enjoy a sense of accomplishment in the search for better quality and greater efficiency. Above all, please use good judgment, be attentive to others, and take the trouble to listen and be understood.

## **WORKPLACE AUDIO-VISUAL RECORDING POLICY**

The use of audio and video recording devices on Company property is strictly prohibited without the express written authorization of Turner Industries management. This includes all cell phones, iPhones, iPads, tablets, or other PDA devices with built-in cameras and/or video cameras or audio recording devices. Employees, visitors, and vendors are prohibited from taking photographs or video on Company property without written authorization from Turner Industries management. Any violation of this policy may lead to disciplinary action up to and including discharge.

### **Disciplinary Action**

Improper use of Company Information Systems and equipment may result in disciplinary action, up to and including employment termination. In addition to any misuse described throughout this policy, improper use may include any harassing, offensive, demeaning, insulting, defaming, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages. Employees should not use Company communications services and equipment for personal purposes. Management reserves the right to terminate access to its information systems and/or equipment at any time.

## VEHICLE POLICY

### **Purpose / Scope**

Specifically designated employees of the Company are allowed to operate and use Company vehicles for BUSINESS PURPOSES ONLY. This Policy is designed to assure that all Company Vehicles are operated in a safe and professional manner in compliance with all company policies and applicable laws and regulations.

Company Business Use shall be defined as: Activities that involve performance of one's duties for the benefit of the Company in accordance with the directives and instructions received from Company management.

Company Vehicles shall be defined as: All vehicles owned, leased, reimbursed, or otherwise provided for by the Company and used in the furtherance of Company business activities or interests.

No Company Vehicle is to be used for any reason other than Company Business. Company owned or leased Vehicles are not intended for personal use.

Personal Use is defined as: ANY vehicle operation outside the scope of Company Business Use.

Employees who are assigned a Company Vehicle will be held responsible for any and all accidents or damage that occurs during non-business related driving. The company does not provide automobile liability insurance coverage for any accidents, claims, demands, suits, damages, etc. occurring or arising out of the non-business related use of a Company vehicle, or for the operation or use of a Company Vehicle in a manner which is in violation of this policy.

### **Authorized Operators, Users and Occupants of Company Vehicles**

The operation or use of any Company Vehicle is limited to Company business use by the assigned driver or other Company employee acting under the authority of the assigned driver and in compliance with Company Policies. No other person is authorized or permitted to operate or use a Company Vehicle, including but not limited to the spouse, friend, children, or other family member of the Company employee.

Field supervisors, superintendents and Company management employees may authorize or permit another Company employee to operate or use a Company Vehicle for Company Business Use, but only for specific and limited business related assignments. Any deviation from that limited and specific assignment by a Company employee will be considered use or operation of the vehicle without the permission of the Company.

Company employees, clients, vendors and suppliers are allowed to occupy a Company Vehicle in the course of Company business interests or activities.

No animal or pet may occupy a Company vehicle.

### **General Provisions**

Any Company employee to whom a Company Vehicle has been assigned, or who receives a monetary allowance as reimbursement for expenses incurred in the operation and/or use of a personal vehicle for Company Business, must maintain a valid operator's license at all times.

Any Company employee whose operating license or privileges have been suspended or revoked must notify the company's safety department immediately. Operating or using a Company Vehicle or a personal vehicle for Company business under a suspended or revoked license is a violation of this policy.

Under no circumstances shall an operator of a Company Vehicle remove or in any way deface company information, safety information, or other Company authorized information on a Com-

pany Vehicle, including but not limited to the 1-800 information displayed on the vehicle.

No other decals, bumper stickers, or other information may be displayed on a Company Vehicle without Company executive-level authorization.

### **Violations of this Policy**

Use or operation of a Company vehicle under any of the following circumstances is considered a direct violation of this policy:

1. Unauthorized operation or Use of a Company Vehicle;
2. Operating a Company Vehicle without a valid operator's license or under suspension or revocation of operating privileges;
3. Operating or using a Company Vehicle by anyone who has consumed any alcoholic beverage of any amount whatsoever;
4. Operating a Company Vehicle in a careless or dangerous manner, including speeding or any other unlawful operation;
5. Operating, using or occupying a Company Vehicle by anyone who has consumed or ingested any controlled or illegal substance or drug, unless the controlled substance or drug has been prescribed by a physician having knowledge that a vehicle may be operated or used by that person while under the influence of the controlled substance or drug;
6. Hauling goods or pulling any type of trailer for any reason other than Company Business, including but not limited to the hauling or pulling of boats, motorcycles, etc.;
7. Operating, using or occupying a Company Vehicle for any reason except as may be necessary for traveling to and from work or for Company Business Use only. Deviation from normal and ordinary travel routes to or from work is not authorized or permitted, unless directly related to Company Business.
8. Operating or occupying a Company Vehicle while not wearing a seat belt
9. Smoking in a Company Vehicle.
10. Texting when operating a Company Vehicle.
11. Operating or parking a Company Vehicle at an establishment that serves alcohol as its primary business;

No employee driving, operating, or occupying a Company Vehicle shall engage in any activity that is or could be construed as detrimental to the Company's reputation in the community.

### **Employees receiving Automobile Allowances**

Any Company employee who receives a monetary allowance as reimbursement for expenses incurred in the operation and use of his/her personal vehicle for Company business, shall obtain a minimum of \$250,000/\$500,000 single limit liability insurance coverage per occurrence, naming the Company as an additional insured. A certificate of insurance coverage, showing that the Company employee has obtained this coverage, shall be furnished to the Company.

### **Acknowledgement**

All employees who drive or operate Company Vehicles or who receive a monetary allowance as reimbursement for expenses must sign the attached form acknowledging that they have read this company policy and will comply with the policy and conditions.

## **CORPORATE FRAUD POLICY**

### **Background**

As a company, Turner Industries Group, L.L.C. ("the Company") insists on honesty, integrity, and fairness in all aspects of our business and expects the same in our relationships with those with whom we conduct business. Maintaining the trust and confidence of our owners, employees, customers, vendors, suppliers, and other people with whom we conduct business [even with our competitors], as well as the communities in which we work, is crucial to our continued growth and success. This Corporate Fraud Policy statement shall serve as a basis for ethical decision-making in the performance of work for the Company. Additionally this Corporate Fraud Policy

may serve as a basis for judging the merit of a formal complaint pertaining to violations of professional ethical standards.

The direct or indirect offer, payment, solicitation, and acceptance of bribes in any form is unacceptable. An employee's conflicts of interest between his or her private financial activities and the manner in which he or she conducts company business must be avoided at all times and under all circumstances. All business transactions on behalf of our Company must be reflected accurately and fairly in the accounts of our Company in accordance with and subject to established procedures and verifiable audit. Employees have a duty to avoid situations that might be adverse to our Company's interest or that might result in conflicting loyalties or interests.

This Corporate Fraud Policy is established to facilitate the development of controls which will aid in the detection and prevention of fraud against the Company. It is the Company's intent to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of fraud investigations.

### **Scope of Policy**

This Corporate Fraud Policy applies to any fraud, or suspected fraud, involving employees as well as consultants, vendors, subcontractors, or any outside agencies or parties with a business relationship with the Company. Any and all appropriate investigative agencies shall be engaged without regard to the suspected wrongdoer's length of service, position/title, or relationship to the Company.

### **Policy & Reporting Procedures**

Management is responsible for having reasonable procedures in place to detect and prevent fraud, misappropriations, and other inappropriate conduct pursuant to this Corporate Fraud Policy. "Fraud" is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her detriment. Each member of the management team should be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity. An employee who discovers or suspects fraudulent activity should contact the Fraud Hotline immediately at 1-800-626-1735. The employee or other complainant may remain anonymous to the extent practical or feasible.

Reports of suspected fraudulent conduct are provided to the Internal Audit Department. The Director of Internal Audit will coordinate all investigations with the Office of the General Counsel and other affected departments and institutions, both internal and external as necessary. All inquiries concerning activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the Director of Internal Audit or to the General Counsel; however only the Office of the General Counsel is authorized to speak to anyone's attorney or to any governmental investigator or official. Under no circumstances should any reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or any other specific reference.

The reporting individual will be informed of the following:

1. Do not contact the suspected individual in an effort to determine facts or demand restitution.
2. No information concerning the status of an investigation will be given out.
3. Additional information may be needed during the investigation and a call back number, or a specified call back date/time (if the individual requires anonymity) will be requested by a member of the investigative team.
4. Do not discuss the case, facts, suspicions, or allegations with anyone unless otherwise directed by the Office of the General Counsel.

### **Investigation Responsibilities**

Subject to review by the Office of the General Counsel, the Internal Audit Department has the



primary responsibility for the investigation of all suspected fraudulent acts as defined in the Corporate Fraud Policy. Depending on the nature of the investigation, Internal Audit or the Office of the General Counsel may secure the services of an independent private investigator to assist in investigating relevant facts and circumstances, or to determine whether an impropriety or a violation of this Corporate Fraud Policy has occurred. If the investigation substantiates that fraudulent activities have occurred, the Director of Internal Audit will issue reports to the Company's Ethics and Compliance Department, as well as the Office of the General Counsel.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation, as well as final decisions on disposition of the case will be made by the Company's senior management, with input and advice from the Office of the General Counsel and the Internal Audit Department.

### **Confidentiality**

Subject to any requirements of law or regulation, the Internal Audit Department treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity should call the Fraud Hotline immediately (1-800-626-1735), and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act.

Investigative results will only be disclosed or discussed subject to advice and input from the Office of the General Counsel.

### **Authorization For Investigating Fraud**

Subject to review by the Office of the General Counsel, the Internal Audit Department will have free and unrestricted access to all Company records and premises, and the authority to examine, copy, and/or remove all or any portion of the contents of files [digital and otherwise], desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities when it is within the scope of their investigation.

### **Disciplinary Action/Termination**

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed by senior management, the General Counsel, and a designated representative of Human Resources, with final approval by senior management.

### **Administration**

The Ethics and Compliance Department and the Office of General Counsel are jointly responsible for the administration, revision, interpretation, and application of this Corporate Fraud policy. The Corporate Fraud Policy will be reviewed annually or periodically, and revised as needed.

## **ETHICS**

### **Ethics and Procurement Policies**

It is Turner Industries Group, LLC's ("Turner") policy that employees and others acting on Turner's behalf must be free from conflicts of interest that could adversely affect or influence their judgment, expectations, or objectivity in conducting Turner business. The Company recognizes that employees or representatives may take part in legitimate financial, business, and other activities, but any potential conflict of interest raised by those activities must be promptly disclosed to management. To that end, Turner Management has implemented three (3) separate policies that deal with the following:

- i. Employment of Relatives within the Company;
- ii. Relationships with 3rd party vendors, suppliers, and others that do business with Turner; and
- iii. Commitment toward Turner First in entering into transactions with Turner divisions and services.



All salaried personnel and hourly personnel with supervisory, managerial, purchasing, or payroll responsibilities are required to complete the on-line Employment of Relatives Disclosure, Procurement and Influenced Party Transaction Disclosure, and Commitment Toward Turner First Disclosure. This includes, but is not limited to the following situations:

1. All employees, department heads, or jobsite managers/supervisors, who have the authority to approve purchases of goods or services on behalf of Turner and employees who have signature authority over any Turner cost center;
2. Any employee who could potentially benefit from a relationship or business transaction, or have any personal interest in an entity that enters into business transactions with Turner or its affiliates;
3. All instances, prior to any personnel action, where a Turner employee who is related to another Turner employee moves from one position to another position that impacts upon the Employment of Relatives Disclosure Policy;
4. When two existing employees become "Relatives," as that term is defined in the Employment of Relatives Disclosure Policy; and/or for all existing "Employment Relationships" with a "Relative."

Failure to comply with these three (3) policies by omission or by making false representations with regard to the Employment of Relatives Disclosure, Procurement and Influenced Party Transaction Disclosure, and Commitment Toward Turner First Disclosure forms may result in disciplinary action, up to and including termination. If you are aware of any situations where a co-employee has not completed any of the forms, please report it to 1-800-626-1735.

PLEASE COMPLETE ALL FORMS ON-LINE THROUGH THE TURNER E-LEARNING WEB SITE. The forms may be accessed at <http://training.turner-it.com/>. The Internal Audit Department/ Legal Department shall then promptly tender all such disclosures to Turner Management for consideration and resolution.

## RELATED-PARTY DISCLOSURE

Turner Industries Group, LLC's ("Turner") policies for employment decisions such as hiring, promoting, reappointing, evaluating, salary adjustment, and terminations should be based on all appropriate qualifications for the position, including job ability and performance. To avoid favoritism, the appearance of favoritism, and/or conflicts of interest in employment decisions, Turner reserves the right to take appropriate action when Employment Relationships have the potential to adversely affect employee supervision, safety, security, or morale. For purposes of this policy, "Employment Relationship" is defined as any work-related relationship where one individual has the actual or potential authority to approve, affect, or effectively recommend action that will potentially influence another employee's wages, hours, terms, or conditions of employment. Examples include, but are not limited to raises, assigning shifts, authorizing overtime, approving leave, evaluating performance, approving or recommending a transfer, promotion or demotion, or authorizing or recommending disciplinary action.

For purposes of this policy, "Relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, corresponding in-law, any "step" relation, or any member of the employee's household. Employees involved in a consenting personal or otherwise intimate relationship shall, for purposes of this policy, be considered a "Relative."

Unless appropriately authorized, Relatives may not be hired if the resulting employment:

1. Creates an "Employment Relationship" between employees who are "Relatives,"
2. Has the potential for creating an adverse impact on work performance, or
3. Creates either an actual conflict of interest or the appearance of a conflict of interest.

Employment of an employee's "Relative" in the same department or jobsite under a direct Supervisor who is not the Relative may be authorized; however such an "Employment Relationship"

must be disclosed on the Employment of Relatives Compliance Agreement Disclosure discussed below.

For purposes of this policy, "Supervisor" means any employee, regardless of job description or title, having:

1. The authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline employees;
2. The responsibility to direct employees, document, or adjudicate their grievances; or
3. The ability to effectively recommend any of the above actions, if in connection with these responsibilities, the use of independent judgment and/or discretion is required.

The above stated provisions apply regardless of whether such Employment Relationships exist as of the effective date of this policy. If while employed, circumstances change and employees find themselves in an Employment Relationship with a Relative (as defined above), both parties should immediately disclose such relationship to their Department Head (or for jobsite employees, Project Manager), and complete a revised Employment of Relatives Compliance Agreement Disclosure (as discussed below). Each situation will be evaluated by an appropriate division management representative on a case-by-case basis to determine possible resolutions, which may include transferring one of the employees to another position, or reassigning supervision of the subordinate employee. It is highly recommended that, when in doubt, the disclosure should be made to management.

A COMMON QUESTION ASKED BY EMPLOYEES IS WHICH OF THE RELATED EMPLOYEES SHOULD FILL OUT THE DISCLOSURE FORM. THE ANSWER IS THAT BOTH SHOULD. THE MERE FACT THAT ONE RELATIVE DISCLOSES A RELATIONSHIP WITH AN EMPLOYEE DOES NOT RELIEVE THE 2ND EMPLOYEE OF HIS OR HER DISCLOSURE REQUIREMENT – THE REASON BEING THAT THE 2ND EMPLOYEE MAY HAVE ADDITIONAL RELATIONSHIPS TO DISCLOSE.

### **Procurement and Influenced Party Transaction Policy**

This policy principally relates to situations involving Turner Industries Group, LLC's ("Turner") employees and either i.) individually his or her relationship with and/or ii.) his or her family members' relationships with -- 3rd party vendors, suppliers, professional, non-profit, and/or community organizations, as well as others who transact business with Turner. This policy further principally applies to:

1. All employees who are or will be in a position of making final purchasing decisions, including all delegated department heads or jobsite managers/supervisors, who have the authority to approve purchases of goods or services on behalf of Turner and employees who have signature authority over any Turner cost center; and/or
2. Any employee who could potentially benefit from a relationship or business transaction, or have any personal interest in an entity that enters into business transactions with Turner or its affiliates.

The Corporate Procurement Department (inclusive of all Regional offices and job site procurement personnel) is responsible for the acquisition of all materials, supplies, services, and equipment. This is done in accordance with established policy and in adherence to Turner's Financial Authorization System (FAS) approval levels. The following are general concepts regarding Corporate Procurement:

1. The VP of Corporate Procurement has the responsibility and authority to direct and manage the activities related to this function.
2. The Procurement function will be independent of other operating units to facilitate the control process and ensure that proper segregation of duties exists.
3. All commitments with/to suppliers will be made by and through the Corporate Procurement Department.

4. The Corporate Procurement Department is responsible for ensuring that proper procedures have been followed and selection criteria utilized is consistent with established Company guidelines specific to the competitive bidding process.

“Influenced Parties” are defined to be situations where one party has the ability to control or exercise significant influence over the other party in making financial and/or operational decisions. An “Influenced Party Transaction” is a transfer of resources or obligations between Influenced Parties regardless of whether a price is charged.

Turner’s policy regarding Procurement and Influenced Party Transactions requires that employees avoid using their positions for purposes that are, or give the appearance of being motivated by a resulting private gain for themselves or others, such as those with whom they have family, business, or other ties. A Procurement and Influenced Party Transaction Disclosure is required when i.) an employee, ii.) his or her immediate family member[s], and/or iii.) a separate business enterprise of which the employee or his or her family is involved -- is in a position to personally benefit from transactions entered into by, or on behalf of Turner, regardless of whether the employee actually benefits or not. These transactions include, but are not limited to:

1. originating purchase requisitions for goods or services;
2. influencing purchasing decisions;
3. purchases or sales of property and other assets;
4. rendering or receiving services;
5. leasing arrangements;
6. management contracts; and/or
7. consulting or other professional relationships.

## **COMMITMENT TOWARD TURNER FIRST POLICY**

Turner Industries Group, LLC (“Turner”) has many different divisions and provides a variety of different services. As such, it is vitally important that Turner services are sought first when procurement and other business transactions involving the Company are contemplated. It is Company policy that Turner employees will attempt to use the equipment, services, and talent available internally within our Companies and divisions as a first source for all projects. Alternative sources are to be used only when internal sources are not available or impractical. Costs alone, including rental rates, are not justification for using alternative suppliers. Buyers are to use Turner resources to fulfill requisitions when possible, and to make every effort to use the equipment, services, and talent of Turner companies/divisions.

Approved material and services requisitions will be sent to a Corporate Procurement Department Buyer. The Buyer will then source Turner First when applicable and proceed from there. Thus, by putting Turner First we should be able to continue to put our Clients first by offering a seamless source of services. Failure to at least attempt to source from within the Company will be deemed a violation of this policy.

### **Confidentiality of Information**

It is the policy of the Company to ensure that the operations, activities and business affairs of the Company and our clients are kept confidential to the greatest possible extent. It is the responsibility of all employees to keep sensitive Company information confidential and secure. Such information may include, but is not limited to Company processes and procedures, designs, drawings, accounting or financial data, salary information, business plans and/or strategies, contracts and negotiations.

If, during the course of employment, an employee acquires confidential information about the Company and/or its clients, the information is to be handled in strict confidence and not to be discussed with outsiders. Employees will also be responsible for the internal security of such information.

If an employee is found to be in violation of either of these policies concerning ethics, he or she will be subject to disciplinary action, up to and including termination.

## **SOLICITATION**

It is the policy of the Company to prohibit solicitation and distribution on Company premises by non-employees and to permit solicitation and distribution by employees as outlined below. The term "Company premises" shall be defined as Company-owned property or client property covered by our contractual agreements.

1. The Company limits solicitation and distribution on Company premises because when left unrestricted, such activities can interfere with the normal operations of the organization, can be detrimental to employee efficiency, and can be annoying to customers and coworkers.
2. The Personnel Director is responsible for administering this policy and for enforcing its provisions. Employees will be subject to disciplinary action up to and including termination for violation of this policy.
3. Persons who are not employed by the Company are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services, or engaging in any other solicitation or similar activity.
4. The Company may authorize fund drives on behalf of charitable organizations. Employees are encouraged to volunteer to assist in these drives. However, employees are not to be discriminated against because of their willingness or unwillingness to participate.
5. Employees are permitted to engage in solicitation or distribution of literature for any group or organization, including charitable organizations, only in accordance with the following restrictions:
  - A. The sale of merchandise is prohibited on Company premises.
  - B. Solicitation and distribution of literature are prohibited during the working time of either the employee making the solicitation or distribution, or the targeted employee. The term "working time" does not include an employee's authorized lunch or rest periods.
  - C. Distribution of literature related to solicitation is prohibited in work areas at all times.
  - D. The distribution of literature in such a manner as to cause litter on Company premises is prohibited.
  - E. Off-duty employees are not allowed to return to Company premises until their next scheduled work time.
  - F. The solicitation, dissemination, and/or communication of any matters through the Company's electronic communication systems which do not specifically relate to employees' job duties and/or job performance is strictly prohibited. Subject to the conditions which follow, this prohibition includes, but is not limited to any and all birth announcements, death notices, expressions of condolence, and/or funeral arrangements.
    - a. Birth announcements ONLY OF COMPANY EMPLOYEES' CHILDREN may be made on the Company's "Turner Marketplace" or similarly designated web site or electronic portal;
    - b. Death notices, expressions of condolence, and/or funeral arrangements regarding DECEASED EMPLOYEES may be communicated through the Company's e mail system, subject, however, to the Company's previously approved policies regarding the content of such communications;
    - c. With respect to DEATHS of EMPLOYEES' RELATIVES, a simple and generic statement may be communicated through the Company's email system, but such communication i.) shall be confined to the geographic office where the employee works; and ii.) shall be subject to the Company's previously approved

policies regarding the content of such communications. Any and all other death notices, expressions of condolence, and/or funeral arrangements regarding EMPLOYEES' RELATIVES i.) shall be posted on the Company's "Turner Marketplace" or similarly designated web site or electronic portal; and ii.) shall be subject to the Company's previously approved policies regarding the content of such communications.

- d. Notwithstanding the foregoing, this Solicitation Policy shall not be deemed to conflict with the Company's EMail and Internet Usage Policies, which shall govern and control the use of the Company's electronic media, including but not limited to its e mail, internet, and electronic networking systems.
6. The Company maintains bulletin boards to communicate information to employees and to post notices required by law. These bulletin boards are for the posting of Company information and notices only, and only designated persons may place notices on or take down material from the bulletin boards.

## **COMPANY PROPERTY**

*Property Removal* - It is not permissible to remove the company's, the client's, other contractors, fellow employees or vendor's property from the project or office site for personal use. Removal of such property may result in immediate dismissal and/or legal action.

*Property Return* - Upon conclusion of employment employees are required to return to the company all company property that they have been issued and/or have in their possession. This includes such items as keys, company files and documents, scan cards, company uniforms, vehicles, and electronic equipment such as cell phones, pagers, and computers. In the event that Company property is not returned, to the extent allowed by law, the Company may withhold from your final paycheck the costs for any unreturned items.

## **SMOKING & OTHER TOBACCO PRODUCTS**

In order to maintain a safe and comfortable working environment, smoking and the use of any tobacco products, including smokeless tobacco is prohibited in all Company offices. These include, but are not limited to Company buildings, jobsite offices, tool shacks and trailers. Smoking is also prohibited in all company vehicles. Specific work locations and jobsites have specific non-smoking policies both within the company buildings and vehicles on that site as well as for the outside areas and parking lots of the site. Employees are to comply with all designated non-smoking areas at their particular job location.

## **TERMINATION OF EMPLOYMENT**

Employees are free to resign at any time for any reason, and the Company reserves the right to terminate employment at any time for any reason not expressly prohibited by law. If the employment relationship with the Company ceases, the employee's final paycheck will be issued based on the Salary Payroll Department's receipt of the Salary Termination Notice and the time sheet for the last pay period worked.

If the employee resigns, retires, or is terminated, he or she will be required to turn in all Company-owned property to his or her supervisor no later than the final working day.

## **COMPENSATION POLICIES**

### **CLASSIFICATIONS OF EMPLOYMENT**

For purposes of pay administration and eligibility for overtime payments and employee benefits, the Company classifies its employees as follows. Since all employees are hired for an unspecified

duration, the categories below are not intended to and do not suggest or guarantee employment for any length of time. All employees whether regular, temporary or working either full-time or part-time are hired with the understanding that their employment may be terminated at any time for any reason not expressly prohibited by law.

### **Regular Employees**

1. Full-Time: An employee who works forty (40) hours or more per week, for a continuous and indefinite period of time is considered to be full-time.
2. Part-Time: An employee who works less than forty (40) hours per week for a continuous and indefinite period of time is considered to be part-time. *(Employees must work a minimum of 20 hours per week to be eligible for participation in the group health and related benefit programs.)*

Note: To be eligible for vacation accrual, employees must be scheduled for and work at least 40 hours per week on a continuous and indefinite basis.

### **Temporary Employees**

An employee who is hired for a specific project or assignment is considered to be temporary. Temporary employees, working either full-time or part-time, are hired with the understanding that their employment may be terminated during or upon completion of the specific project or assignment for any reason not expressly prohibited by law.

### **Salaried Nonexempt Employees**

Employees, who are paid on a salary basis but based on their job duties and in accordance with applicable federal wage and hour laws, are paid overtime at the rate of time and one half their regular rate of pay for all hours worked beyond forty hours in a workweek.

### **Exempt Employees**

Employees who are paid on a salary basis and based on their job duties and in accordance with applicable federal wage and hour laws are not required to be paid overtime pay for work performed beyond forty hours in a workweek. Managers, executives, supervisors, outside sales representatives, officers, directors, owners and others whose duties meet specified criteria are generally exempt.

## **RECORDING WORK HOURS**

To ensure that accurate records are kept of the hours worked, including overtime hours, vacation, sick, and leave time, employees will be required to record their time worked and absences on the Salary Payroll Time Sheet.

All salaried employees must submit bi-weekly time sheets showing the department or job number and accounting code for the time worked. Time sheets must be filled out properly and completely. Explanations appear on the time sheet. Each employee will be responsible for making sure that his or her time worked is recorded accurately. The employee's immediate supervisor must sign the time sheet to verify its accuracy. Falsification of a time sheet is a violation of Company policy and may result in disciplinary action, up to and including termination.

Time sheets must be turned in by noon on the Monday following the end of the bi-weekly pay period. Your earnings may be held for noncompliance with this policy. If you have any questions, contact your supervisor or the Salary Payroll Department.

## **PAY PROCEDURES**

All salaried employees are required to use our automatic payroll deposit program. On the Friday following the end of the pay period your earnings typically will be electronically transferred to the account designated by you. If the normal pay date falls on a holiday then the transfer will typically take place on the last preceding workday.



Although an employee may be employed by more than one company over a period of time, on any given date he or she is an employee of only one Company. The legal employer is the Company that reports the employee's earnings to the federal government and from which the employee receives a W-2 form. Your earnings may be transferred from a Turner Industries Group account as a matter of administrative convenience, however the name of the employing Company will be designated on the bi-weekly statement of earnings.

Automatic bank deposit receipts will be mailed or emailed to each employee's address on file. Employees are responsible for notifying the Salary Payroll Department if they have a change of address. Employees should also notify the Salary Payroll Department if they discover a mistake on their statement of earnings, or if there is a problem with the transfer of funds.

## **OVERTIME PAY**

Non-exempt employees are to work overtime ONLY at the request and authorization of their supervisor. Overtime pay is based on hours worked per week in accordance with state and/or federal regulations. Overtime hours worked by non-exempt employees are paid at one and one-half times the employee's base rate of pay per hour. Employees must obtain approval from their supervisor PRIOR to working overtime hours. Hours worked means time actually spent on the job. It does not include hours away from work due to vacation, sickness, paid or unpaid leave, or holiday even when these days are compensated.

## **PAYROLL DEDUCTIONS**

The Company will automatically withhold federal and state income taxes and social security (FICA) from the employee's gross wages. In addition, any outstanding employee advances may be deducted from the employee's paycheck.

To change Federal or State withholding deductions you must complete a new deduction form and ensure that that form is returned to and received by the Salary Payroll department.

W-4 Exemptions – An employee will be allowed to claim up to 10 exemptions without providing additional information. In addition, company policy does not allow anyone to claim exempt withholding status without the following substantiation: a letter from the IRS supporting the employee's exempt status. Employees who wish to claim exempt withholding status will be subject to withholding at "single and zero" until the company receives the letter from the IRS that substantiates the employee's exempt withholding status.

Voluntary payroll deductions will not be made without a written request or authorization. These items may include contributions to the group insurance policy, savings plan, and charitable organizations. All deductions will be itemized on the employee's bi-weekly statement of earnings. If deductions that you believe should appear on your pay stub are not present, there is likely a problem. Therefore, employees should review their pay stubs each pay period for accuracy and report any problems immediately.

Employees owing any money to The Company, whether from a cash advance or otherwise, or owing any return of property to The Company should expect that upon termination of employment, to the extent permissible by law, the amount of money or dollar value amount of any unreturned company property owed to The Company will be deducted from the employee's final paycheck.

## **EMPLOYEE BENEFITS**

### **VACATION**

It is the policy of the Company to grant annual paid time off to full-time\* salaried employees in accordance with the guidelines established on the next page.



**\* For vacation purposes an employee is considered full-time ONLY IF they work 40 hours per week for a continuous and indefinite period.**

### **Eligibility**

Starting on the date of employment, full-time salaried employees shall accrue paid vacation for each full pay period worked. **Employees may NOT take paid vacation until it has actually been earned.**

### **Accrual**

Vacation time is accrued based on the employee's number of continuous credit years with the Company. Please confirm that the vacation accrual rate reflected on your statement of earnings reflects your continuous number of credit years. Returning employees, or "re-hires", will start vacation accrual at the "Up to 5 years" rate (see below). Eligible employees will accrue paid vacation time according to the following schedule:

<u>Continuous Credit Years of Service</u>	<u>Hours of Paid Time Off Earned Per Year</u>
Up to 5 years	3.0769 hours per pay period (80 hours maximum)
5 up to 10 years	3.8462 hours per pay period (100 hours maximum)
10 up to 20 years	4.6154 hours per pay period (120 hours maximum)
20 years or more	6.1538 hours per pay period (160 hours maximum)

Vacation time should be taken in no less than 4-hour (half-day) increments, and preferably should be taken in one or two week increments.

### **Scheduling Paid Vacation**

With the exception of unforeseen circumstances, prior to utilizing vacation time you must complete a Company vacation request form and obtain your supervisor's signature authorization on this form. This form must be submitted to the Salary Payroll Department. In addition, vacation time must be correctly recorded on the employee's timesheet so all vacation time is properly tracked. The Company reserves the right to schedule vacation time and to change time-off schedules when necessary.

### **Carry-Over and Payment of Unused Vacation Time**

Regardless of the employee's length of service, the total number of vacation hours, including the current year, that will be allowed to be carried forward into the next calendar year is forty (40).

At the end of each calendar year, the Company will authorize a payment to the employee equivalent to 50% of the remaining vacation time for any unused hours that exceed the forty-hour carryover limit. The remaining accrued vacation time will be forfeited. (For example, if on December 31<sup>st</sup> you have 80 hours of accrued vacation, forty hours will carry over, you will receive a payment for 20 hours, and you will forfeit 20 hours.) The payment for unused vacation time will be calculated by using the employee's hourly wage rate on the date the payment is authorized.

### **Holidays**

A paid Company holiday that falls on Monday through Friday during a paid time-off period will be considered a paid holiday and not paid vacation time.

### **Leaves of Absence**

Employees on a leave of absence will not accrue any vacation time during the leave of absence.

### **Employment Separation**

In the event that the employment relationship ends, the outgoing individual will receive pay for any accrued but unused vacation time subject to foregoing limitations. Although company policy dictates that employees may not take paid vacation until they have accrued the vacation time, if for some exception reason specifically authorized by management, an employee has a negative vacation balance at the time of their employment separation the company reserves the right to deduct from the final paycheck, to the extent allowed by law, the amount of the negative vacation balance.

## HOLIDAYS

The Company provides paid time off to all full-time and part-time regular salaried employees on the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day and Christmas Day.

If a holiday falls on a Saturday or Sunday, it will be observed on either the Friday before or the Monday following the holiday at the option of the Company. Paid holiday time will not be considered as time worked for the purpose of computing overtime for non-exempt employees.

## SICK LEAVE

The Company recognizes that inability to work because of illness, injury, or other personal medical reasons may cause economic hardship. For this reason, the Company provides paid sick leave to full-time salaried employees.

Eligible employees will be granted fifty-six (56) hours of paid sick leave per year. Sick leave may be utilized by an employee for their own illness, injury, or other personal medical reason or when the employee is needed to care for their child, spouse, or parent who has an illness, injury or other medical condition. **No employee will be granted or allowed to utilize more than fifty-six (56) hours of paid sick leave per year.** In the event that an absence requires more time off than the employee has unused sick time available, accrued paid vacation time may be applied toward the remainder of the leave. Unused sick leave cannot be carried forward to the next year.

Employees are prohibited from falsifying the reason for an absence. In the event of an illness or injury, the Company may request a medical statement from the employee's doctor or require the employee to submit to a medical examination to verify a claimed illness or injury. The Company may also require the employee to obtain a doctor's release in order to return to work. Unauthorized absences will be considered abuses of this policy and are grounds for disciplinary action, up to and including termination. In addition, unauthorized absences will not be compensated.

Employees must notify their supervisor as soon as possible in the event of an absence. It is the employee's responsibility to report promptly to his or her supervisor on the status and intention of the employee to return to work.

In the event that an employee's employment relationship with the Company ends for any reason that employee will not be paid for unused sick leave. In addition, unused sick leave may not be converted into cash, holidays, or vacation.

Short-term and long-term disability coverage is available under the Company's disability insurance plan(s). Please refer to the summary plan description if you have any questions regarding your coverage.

## EMPLOYEE RECOGNITION AND SERVICE AWARDS

The Company recognizes employee contributions and service to the organization by presenting employee service awards to eligible employees according to the following guidelines.

All salaried employees are eligible to receive a service award upon completion of five years of service and at the end of every additional five years of service. An employee's total years of service will be based on the employee's total credit years with the company. The years of service date will serve as the employee's service award anniversary date.

Service Award recognition is conducted on a **quarterly basis**. Eligible employees with a five-year increment anniversary will receive information regarding their service award according to the following schedule:

Anniversary Dates that fall between:

January 1<sup>st</sup> and March 30<sup>th</sup>  
April 1<sup>st</sup> and June 30<sup>th</sup>  
July 1<sup>st</sup> and September 30<sup>th</sup>  
October 1<sup>st</sup> and December 30<sup>th</sup>

Will receive information about their award in:

April  
July  
October  
January

## GROUP HEALTH AND RELATED BENEFITS

### Eligibility

The Company offers certain benefits to eligible salaried employees including health, dental, life, disability and retirement plans. Employees will be eligible to enroll in benefits on the date of hire. Benefit coverage will be effective on the date of hire provided that employees are making the required premium contributions, and meet the eligibility requirements stated in each benefit plan description. Employees must work a minimum of twenty (20) hours per week on a continuous and indefinite basis in order to remain eligible for the welfare benefit plans.

### Enrollment

Some of the benefit enrollment choices you make during open enrollment or when you are first eligible at your date of hire **cannot be changed** during the plan year unless you experience certain changes in status ("**qualifying event**") as defined by federal law under **section 125** of the Internal Revenue Service (IRS) code. If you experience a qualifying event, you may be able to make changes for yourself and your dependents, provided that, you request those changes **within 31 days** of the qualifying event. If you are uncertain about your ability to make a change or if you are unsure as to whether a change is considered a qualifying event, please contact the Benefits Department at **1-800-288-6503** for assistance.

### Annual Enrollment

Once a year, Turner offers an open enrollment period. Annual Enrollment usually takes place in November with an effective date of January 1. During this time eligible employees may enroll in benefits and current enrollees may make changes to their existing coverage.

### Termination of Coverage

Employee and dependent coverage, where applicable, excluding medical, dental and vision, will terminate on the earliest of either the date employment terminates, the date contributions cease, the date the policy terminates or the date the employee ceases to be eligible. Medical, vision, and dental coverage will terminate on the last day of the month in which employment terminates or contributions cease.

### Continuation of Coverage

Under certain circumstances, employees and their qualified beneficiaries may have the right to extend covered benefits as provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA), as amended. Following a qualifying event, you and your qualified beneficiaries will be sent a notification regarding continuation under COBRA.

### Beneficiary Designation

Under several of the Company's insurance and retirement plans each employee is encouraged to designate a beneficiary for the employee's death and/or survivor benefits. This designation must be made in writing. It is the employee's responsibility to maintain the proper beneficiary designations and to alert the Benefits Department to any changes in status affecting eligibility or designations.

### Plan Descriptions

Many of the benefit plans sponsored by the Company have summary plan description booklets. Salaried employees can access summary plan descriptions via [www.tigbenefits.com](http://www.tigbenefits.com). The documents can be accessed by clicking on plan information. If you require a paper copy of the summary plan descriptions, contact the benefits department at 1- 800-288-6503.

### **Miscellaneous**

In the event of any discrepancy between the terms and conditions of the benefit/insurance policies and this handbook, current contracts and insurance Company policies and procedures will take precedence over this handbook.

## **RETIREMENT SAVINGS PLAN - 401(k)**

The Company has established a retirement savings plan that is available to all salaried employees on their hire date and who are not designated by the law as highly compensated. The purpose of the plan is to encourage employees to save on a pre-tax basis and to build a financial reserve for retirement. Company matches 50% of the amount you elect to defer, up to 6% of your salary. For those employees classified as highly compensated by the current definition provided by the Internal Revenue Service, an alternative plan is available.

If you have any questions regarding our retirement savings plan, please refer to the summary plan description or contact the Benefits Department at **1-800-288-6503**.

Additional benefit information may be accessed at [www.tigbenifits.com](http://www.tigbenifits.com)

## **LEAVES OF ABSENCE**

### **JURY DUTY**

Time off for mandatory jury duty or court appearances required as a result of a valid subpoena or court order is excused provided that proof of duty is verified by the employee's supervisor and timekeeper. Nonexempt employees may be required to take leave without pay for any time spent on jury duty unless prohibited by specific state law. There will be no adjustment in an exempt employee's salary for receipt of jury duty pay, witness fees, or expenses. Employees are expected to report for work when it does not conflict with court obligations. It is the employee's responsibility to keep his or her supervisor informed about the amount of time required for jury duty or court appearances.

### **FAMILY MEDICAL LEAVE ACT (FMLA)**

It is the policy of this Company to provide eligible employees up to 12 weeks of unpaid, job-protected leave for *certain* family and medical reasons during a rolling 12-month period measured backward from the initial date an employee uses FMLA leave. In some circumstances, taking of leave may be denied if the employee does not meet the eligibility requirements or if the reason for leave is not covered by the Family Medical Leave Act.

#### **Eligibility**

Employees are eligible if they have been employed with the company for at least 12 months (continuous or non-continuous) AND have worked 1250 hours of service with the company during the previous 12-month period preceding the start of the leave, AND if there are at least 50 employees within a 75 mile radius of the employee's worksite.

#### **FMLA leaves are granted for one or more of the following reasons:**

1. Birth of the employee's child, and in order to care for the child within twelve months of the birth
2. Placement of a child with the employee for adoption or foster care for the child within 12 months of placement
3. Where the employee is needed to care for their child (biological, adopted, foster child, stepchild, legal ward), spouse (a husband or wife as recognized under state law for the purposes of marriage in the state where the employee lives, including common law marriages in certain states), or parent (biological or an individual who stood in the place of

a biological parent during the employee's childhood) who has a "serious health condition" (defined below)

4. Employee's own "serious health condition" (defined below)

### **Serious health condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical facility
2. A condition requiring absence of more than 3 consecutive work days that involves treatment by a health care provider
3. Pregnancy or prenatal care
4. To support or care for a covered family member in the Armed Forces who incurs injury or illness in the line of duty or experiences a "qualifying exigency" pursuant to statute.
5. A chronic condition (i.e., asthma, diabetes, anemia, atrial fibrillation, epilepsy, etc.)
6. A permanent or long-term condition requiring medical supervision (i.e. Alzheimer's, stroke, terminal diseases etc.)
7. Absences to receive and recover from multiple treatments by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than 3 consecutive work days if left untreated (i.e., chemotherapy, physical therapy, dialysis, etc.).

### **Examples of what is NOT a serious health condition:**

1. Treatment that includes taking over-the-counter medications such as aspirin or antihistamines that can be started without visiting a health care provider
2. Routine physical exams; including eye and dental exams.
3. Cosmetic treatments (i.e., plastic surgery) unless inpatient hospital care is required or complications develop
4. The common cold, an ordinary case of the flu, earaches, upset stomach, allergy shots, tendonitis, minor ulcers, headaches other than migraine, routine dental problems.
5. Absence because of the employee's substance abuse, rather than for treatment.

### **Service Member Leave Entitlement**

Service member FMLA provides eligible employees unpaid leave for anyone, or for a combination, of the following reasons:

1. Eligible employees with a spouse, son, daughter or parent on duty or call to active duty status in the Armed Forces in support of a contingency operation may take up to 12 week leave entitlement to address qualifying exigencies which may include attending certain military events, arranging for alternative childcare, addressing certain legal and financial arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.
2. Eligible employees may take up to 26 weeks during a single 12 month period to care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

### **Advance Notice**

If the need for FMLA leave is foreseeable, the employee must provide the Company with at least 30 days notice. If the leave is unforeseeable, the employee should provide as much notice as practicable. Failure to provide required notice may result in denial or delay of the requested leave.

### **Intermittent or Reduced Leave**

Intermittent or reduced schedule leave shall be granted under the following types of circumstances:

1. There must be a medical need that can best be accommodated by intermittent or reduced leave.
2. The employee or the employee's spouse, child or parent is suffering from a serious health condition that requires intermittent leave by the employee.
3. The medical need for the intermittent or reduced schedule leave and the existence of a serious health condition must be verified by a health care provider.
4. The employee must attempt to schedule the intermittent or reduced schedule leave so as not to disrupt the operation of the employee's department.
5. The employer can temporarily transfer the employee to an alternate position with equivalent pay and benefits that better accommodates the intermittent leave or reduced schedule.

### **Medical Certification & Required Documentation**

Employees must complete and return the required company FMLA paperwork.

The Company has the right to require an employee to provide serious health condition medical certification from the health care provider of the employee, employee's spouse, employee's child or employee's parent. The Company may also require second or third opinions. Second and third medical opinions, if requested, are at the employer's cost. The Company may require an employee to recertify the medical need or the reason for leave at any reasonable interval.

The Company also has the right to require that the need for leave be supported with birth, adoption, or foster care records. To prove a family relationship, the employer may also require documentation of the relationship. Examples include birth certificate or court document.

An employer must allow at least 15 calendar days for the employee to obtain the medical certification or leave need verification.

### **Maintaining Contact**

Employees on family or medical leave must contact the Corporate Benefits Department at **1-800-288-6503** and their supervisor at least two business days prior to their expected date of return regarding the status of their leave and their intention to return to work. Furthermore, notice must be given as soon as practicable (within two business days if feasible) if the dates of the leave change, are extended, or initially were unknown and have been determined.

### **Returning from FMLA leave**

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. If a shift or position has been eliminated or overtime has been decreased while an employee is on leave, an employee would not be entitled to return to work the eliminated shift or the original overtime hours. If an employee was hired for a specific term or only to perform work on a specific project, the employer has no obligation to restore the employee if the employment term or project ends while the employee is on leave and the employer would not have otherwise continued to employ the employee. Any employee returning from a leave that was necessary for their own serious health condition will be required to complete the Company medical release procedures and paperwork prior to returning to work in any capacity. The Company may delay the return to work of an employee who fails to provide the Company medical release paperwork.

### **Continuation of Health Insurance**

If the employee is a participant in the company health insurance plan and wishes to continue his/her health benefit coverage while on leave he/she must continue to pay their normal employee contribution for the duration of the leave. For the duration of the family or medical leave, the Company will continue to pay the Company's portion of the employee's health insurance premiums so long as the employee is a participant in the company health plan at the time that his/her leave commences. Health insurance coverage may cease if the premium payment is more than 30 days late. Where an employee does not return to work after completing an approved leave of absence and where the Company has paid any portion of health insurance premiums for coverage during the leave, the employee may be obligated to reimburse the Company for



the cost of such health insurance premiums. The only exception to this requirement is where the reason the employee does not return to work after the leave of absence is the continuation, recurrence, or onset of a serious health condition or other circumstance beyond the employee's control.

### **Accrual of Benefits**

The time spent by employees on Family and Medical leave will not count as time worked for the accrual of vacation or sick days.

### **Use of Vacation and Sick Leave**

Any employees who accumulates or who is eligible for vacation and/or sick time will normally be required to use accrued paid vacation and/or sick leave as part of any family or medical leaves, including intermittent and reduced schedule leave. The use of paid vacation and sick leave will not extend the maximum 12-week leave period allowed by this policy.

## **MILITARY LEAVE (USERRA)**

The Company complies with all relevant state and federal laws concerning military leave obligations. Employees who have Reserve obligations or who are called to active duty should inform their supervisor and the Benefits Department at **1-800-288-6503** as soon after receiving military orders as possible and as early as possible prior to commencement of the leave.

The Uniformed Services Employment and Reemployment Rights Act protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

### **Reemployment Rights**

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed services and:

1. You ensure that your employer receives advance written or verbal notice of your service;
2. You have five years or less of cumulative service in the uniformed services while with this employer
3. You return to work or apply for reemployment in a timely manner after conclusion of service; and
4. You have not been separated from uniformed service with a disqualifying discharge or under other than honorable conditions.
5. Your civilian position with this employer has not been eliminated.

If an employee was hired for a specific term or only to perform work on a specific project, the employer has no obligation to restore the employee if the employment term or project ends while the employee is on leave and the employer would not have otherwise continued to employ the employee. If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

### **Health Insurance Protection**

If you leave your job to perform military service and you and your dependents are covered by your employer's health plan at the time of leaving, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military. Upon return to work you have the right to be reinstated in your employer's health plan, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

The rights listed in this policy may vary depending on the circumstances and State specific laws.



## PERSONAL LEAVE

Salaried employees may request but are not guaranteed a personal leave of absence for bereavement or other personal reasons not subject to Family Medical Leave Act, American's with Disabilities Act, Uniformed Services Employment and Reemployment Rights Act or other statutory leave. Personal leave requests are subject to the discretionary approval of the Company. Personal leaves, if approved, are granted to employees having a special need for an extended period of absence and whether such leave is paid or unpaid is subject to the discretionary approval of the Company. Requests for a leave of absence should be submitted in writing to the employee's supervisor as far in advance as possible. The request must be dated, signed by the employee, and state all circumstances concerning the leave. Each case will be evaluated on its own merits considering the following:

1. The reason for the request;
2. The amount of time required; and
3. The employee's current assignment, length of service and past employment record.

Following a leave of absence, the Company will make a reasonable effort, consistent with Company needs, to reinstate the employee to the same position he or she previously occupied, or to a similar position. However, the Company cannot guarantee that the employee will be reinstated to the same or a similar position. If the same or a similar position is not available, the Company reserves the option to offer the employee a lower-level position at the appropriate salary for such a position.

## EMPLOYEE CONDUCT

### DRESS & GROOMING

It is the policy of the Turner Industries that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

#### **Comment:**

Employees are expected at all times to present a professional, businesslike image to clients, fellow employees and the public. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the Company. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted.

Office workers at Turner Industries and employees who meet with clients and the public must comply with the minimal personal appearance standards that are normally acceptable in conventional business establishments. Turner Industries' takes great pride in providing client satisfaction. Whether or not an employee's job responsibilities place him or her in direct client contact, each employee helps to uphold the responsible corporate image Turner has built with its clients, the public and each of our fellow employees.

#### **Standard:**

Employees should not wear suggestive attire, jeans, athletic clothing, shorts, sandals, T-shirts, novelty buttons, baseball hats, and similar items of casual attire that do not present a businesslike appearance. Projecting a professional business image should be uppermost in the mind of any employee when dressing for work. Appropriate business attire is required at all times.

The following are examples of clothing that are unacceptable dress for normal work hours:

1. Casual T-shirts with writing or advertising. Tank tops, halter-tops or undershirt type shirts are not acceptable business attire. Business shirts for men should have collars.
2. Shorts of any type are not acceptable business attire. Also unacceptable are city shorts, skorts, pedal-pushers, tights, short Capri pants. Excessively short, tight or revealing clothes are not acceptable business attire. Athletic wear (i.e., sweat suits, jogging suits, etc.) of any sort is not acceptable business attire.
3. Shoes should accentuate business attire. "Flip-flops," bare slides, thongs, bedroom slippers, casual sandal that do not fasten around the foot and athletic shoes are prohibited (i.e., jogging shoes, cross trainers, etc.). Business-appropriate wedge sandals, open-toed and casual canvas shoes (i.e., Keds & similar shoes) are acceptable footwear.

#### **Grooming:**

1. Standard hygiene and grooming is expected as part of daily business attire for both male and female employees. Employees are expected to observe the following:
2. Avoid extreme or disruptive clothing, accessories, make-up, hairstyle, or nail fashions. Finger and toenails should be clean and well maintained.
3. Hair should be clean, combed, and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length. Sideburns, moustaches, and beards should be neatly trimmed.
4. Tattoos and body piercing (other than single earring in each ear) should not be visible.
5. Adequate undergarments should be worn at all times by all employees.
6. These lists are not all inclusive. If you have questions regarding the Dress Policy, please contact your supervisor or the Human Resource Department at **1-800-288-6503**.

#### **Casual Friday**

Fridays are designated as "Casual Fridays." Employees may dress in a more casual fashion than is normally required. On Casual Dress Days, employees are still expected to present a neat appearance and are not permitted to wear distressed, disheveled, "skimpy," "extreme" clothing, t-shirts, athletic wear or other similarly inappropriate clothing. Business casual is acceptable. Dark blue jeans, khaki slacks and polo-type shirts are acceptable attire. Shorts, flip-flops, etc. are never acceptable business attire. Common sense should dictate business casual.

#### **Consequences for not adhering to Company Policy:**

1. Employees that do not comply with the Dress Policy will be subject to Corrective Action, which may include leaving the premises. The employee may return to work properly dressed but will not be paid for those hours not worked.
2. The employee may suffer further Disciplinary Action for subsequent offenses including suspension without pay and/or termination.

### **PRODUCTIVE WORK ENVIRONMENT**

The Company expects employees while working to interact with clients, co-workers and management in positive, supportive, cooperative ways. Conduct that interferes with operations, discredits the Company, or is offensive to customers or co-workers will not be tolerated. At management's discretion, any violation of the Company's policies or any conduct considered inappropriate or unsatisfactory will subject the employee to disciplinary action, up to and including termination. In addition, while at work, employees must be focused on the tasks at hand. For purposes of employee safety and well being if you are distracted by non-work issues inform your supervisor of this distraction prior to beginning work so that he/she may consider this before assigning your tasks.

## **HOURS OF WORK**

The Company shall establish the time and duration of working hours as required by the workload, customer needs, the efficient management of human resources and any applicable law.

The Company reserves the right to change work hours and days from time to time if business conditions require us to do so.

### **Breaks Periods**

For our salaried employees, individual supervisors have the option and discretion on whether they will allow employees to take a morning and/or afternoon break, at what time those breaks may be taken, and how long the break(s) will be in duration. Employees are not to leave the work premises for break periods of (20) twenty minutes or less. Break periods greater than (20) twenty minutes are unpaid. Please note that in most cases, federal and state laws do not require that employees be given breaks during the workday.

### **Lunch Periods**

For our salaried employees, individual supervisors have the option and discretion of whether or not to allocate a lunch period, when that lunch period may be taken, and how long the lunch period will be in duration. Typically lunch periods are either (30) thirty minutes or (60) sixty minutes in duration. Lunch periods greater than (20) twenty minutes are unpaid. Supervisors have the right to require employees to cease performing work duties during and for the full duration of their assigned lunch period. Non-exempt salaried employees may not work through lunch unless prior approval is obtained from their immediate supervisor. Please note that in most cases, federal and state laws do not require that employees be given lunch breaks during the workday.

## **ATTENDANCE AND PUNCTUALITY**

It is the policy of the Company to require employees to report for work punctually and to work all scheduled hours and any required overtime. Employees must notify their supervisor as soon as possible in the event that the employee will be absent, late arriving to work or leaving early from work. Excessive tardiness (whether excused or not), excessive early departures (whether excused or not), excessive absenteeism (whether excused or not), or failure to report to work as required disrupts workflow and customer service and will subject the employee to disciplinary action, up to and including termination. Depending on your work location, there may be additional policies and procedures which govern your employment. You must contact your supervisor or manager at the outset of your employment, and become familiar with any such additional policies and/or procedures.

## **MANDATORY ARBITRATIONS OF EMPLOYMENT DISPUTES**

### **NOTICE TO EMPLOYEES**

The Company's success is founded in great part on the abilities, dedication, and efforts of all of its employees. The Company has always treated each employee with respect, and to recognize each employee as an important individual who contributes to the Company's success. We hope that workplace problems or disputes can be resolved quickly and fairly, usually through informal discussions between you and your supervisor. If you are not comfortable with taking your complaint to your supervisor, then you should contact the appropriate Human Resources manager or the corporate Employee Relations Department. You may call toll free at 1-800-288-6503, and ask for the Employee Relations Department. When internal procedures don't resolve the issue, the Company has prepared and implemented an alternative to traditional litigation

in the form of binding arbitration agreements with all employees. These dispute resolution procedures will hopefully lead to a meaningful and fair result, and will reduce the delay and costs associated with traditional litigation.

This DRA applies only to claims arising or initiated after the DRA's effective date, and does NOT apply to pending i.) lawsuits, ii.) charges before an administrative agency, iii.) internal written complaints, or iv.) complaints made to the Company hot line, which are under investigation prior to the effective date of the DRA.

All covered employees are being presented the DRA. BY REPORTING TO WORK ON OR AFTER JANUARY 31, 2013, AND CONTINUING YOUR EMPLOYMENT AFTER THAT EFFECTIVE DATE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE TERMS OF THE DRA AND WILL BE BOUND BY IT, AS WILL THE COMPANY. The Company expressly forbids any retaliation against any employee who has participated in these dispute resolution procedures. If you feel you have been the victim of any retaliation, please immediately report that to your supervisor, the Human Resources Department, or the corporate Employee Relations Department. The Arbitrator shall not have the authority to add to, amend, or modify existing law or alter your at-will employment status. While the DRA establishes a mandatory program for resolving workplace disputes, it does not change your "at-will" employment status, or to the Company's right to discipline or terminate you or any employee.

## **DISPUTE RESOLUTION AGREEMENT ("DRA")**

Both Employee and the Company agree to resolve any and all claims, disputes or controversies arising out of or relating to Employee's employment with the Company exclusively by binding arbitration to be administered by the American Arbitration Association (the "AAA") pursuant to its rules that are applicable to employment disputes. The AAA's rules are available on its website ([www.adr.org](http://www.adr.org)). In addition, copies are available from the Human Resources and/or the corporate Employee Relations Department[s]. An example of some, but not all, of the types of claims covered by this DRA are: unpaid wages, overtime, or other compensation; discrimination or harassment on the basis of race, sex, age, national origin, religion, disability or any other unlawful basis; breach of contract; unlawful retaliation (including workers compensation retaliation actions); wrongful discharge; common law or tort claims such as defamation; and claims arising under any statutes or regulations applicable to employees or applicable to the employment relationship, such as the Civil Rights Acts (Title VII and § 1981), the Age Discrimination in Employment Act, the Americans with Disabilities Act (as amended), the Family and Medical Leave Act, and the Fair Labor Standards Act. Claims not covered by this DRA are i.) claims seeking benefits pursuant to state workers' compensation or unemployment compensation statutes or regulations, ii.) claims for employee benefits which are subject to mandatory arbitration provisions contained in the applicable employee benefit plan document, iii.) actions to compel arbitration or to enforce an arbitrator's award under this DRA, and/or iv.) all claims by the Employee and/or the Company for temporary and/or preliminary injunctive relief, or such other emergency injunctive and/or equitable relief until such time that an Arbitrator may be appointed. Any such temporary and/or injunctive relief entered by a court shall remain binding on the parties until such further action by the duly appointed Arbitrator. This DRA does not affect or limit an Employee's right to file an administrative charge with a government agency, including but not limited to the Equal Employment Opportunity Commission.

Except as expressly provided herein, the Company and the Employee expressly waive all rights to a trial in court by a judge and/or jury on all claims between them. Each employee's concerns are unique to him or her. Because this DRA is intended to resolve the particular dispute as quickly as possible, the Arbitrator shall not have the authority to consolidate or join the claims of other employees into a single proceeding, to fashion a proceeding as a class, collective action, or representative action, or to award relief to a class or group of employees. Any claim[s] on behalf of other employees will be maintained and decided under the AAA rules as individual claims.

In addition, Employee and the Company waive, renounce, and relinquish any and all rights, claims, and/or privileges to form, constitute, or join a class or collective action to be adjudicated pursuant to this DRA, or to bring or institute any arbitral claim pursuant to this DRA on behalf of any class or collection of individuals.

The Arbitrator shall have the authority to consider and rule on dispositive motions such as motions to dismiss or motions for summary judgment in accordance with the standards generally applicable to Rules 12 and 56 of the Federal Rules of Civil Procedure. The Arbitrator may issue subpoenas to compel the attendance of witnesses and the production of documents. The Arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this DRA, including, but not limited to, any claim that any part of this DRA is unenforceable, void, or voidable. Discovery will be generally limited in any arbitration under this DRA. Absent a showing of substantial need for additional discovery, the Arbitrator shall limit discovery to 25 interrogatories and document requests combined per party and 2 depositions per party. It is anticipated that the arbitration hearing shall be held within 180 days of the Arbitrator's appointment. Employee and the Company agree that this DRA shall be enforceable pursuant to and interpreted in accordance with the provisions of the Federal Arbitration Act, and, to the extent applicable, the substantive laws of the state where the claim arose. Any party who initiates an arbitration with the AAA shall notify the other party. Notice to the Employee shall be to his or her last known address as reflected in the Company records. Notice to the Company shall be to the Corporate General Counsel at P.O. Box 2750, Baton Rouge, Louisiana, 70821. The Employee and the Company shall pay administrative filing fees in accordance with the rules of the AAA which pertain to employment disputes. To the extent practical, and subject to available venues with the AAA, the arbitration shall be held in or near the city in which the Employee works, or was last employed by the Company. If any provisions of the AAA's rules or of this DRA are determined by the Arbitrator or by any court of competent jurisdiction to be unlawful, invalid, or unenforceable, such provisions shall be severed or modified so that the DRA may be enforced to the greatest extent permissible under the law. All remaining terms shall continue in full force and effect. This DRA may be modified or terminated by the Company after thirty days written notice to Employee. Any modifications or terminations shall be prospective only and shall not apply to any claims or disputes that are pending in any arbitration or that have been initiated by either party.

For the purposes of the scope of the obligation to arbitrate, "Company" shall include parent, subsidiary and related companies, specifically including Turner Industries Group, L.L.C. ["TIG"], Turner Specialty Services, L.L.C. ["TSS"], Turner Industrial Maintenance, L.L.C. ["TIM"], and any applicable subsidiary companies, related companies, trade names, and alleged joint employers, as well as their respective officers, directors, managers, and employees (current and former).

This Dispute Resolution Agreement shall be effective for all applicable Company employees employed as of January 31, 2013. By continuing employment with the Company on or after that effective date, Employee agrees to be bound by this DRA, as does the Company. Employee understands that Employee must arbitrate any and all claims against the Company and that Employee may not file a lawsuit in any court in regard to any claims or disputes covered by this DRA. If the Employee files a lawsuit for any such claims, including for those arising out of his or her employment, the Company may use this DRA to request a court to dismiss the lawsuit and require the Employee to participate in binding arbitration as herein provided. The dispute resolution procedures described herein survive the termination and/or cessation of employment of any Company employee. This DRA supplements matters covered in the Company's employment handbook provided to all employees.

*Special Note: This DRA and the AAA rules referenced above are important documents that affect the Employee's legal rights. Employee should read and understand them, and Employee may wish to consult with private legal counsel before reporting to work after the effective date [January 31, 2013] and thereby accepting this DRA.*

# MISCELLANEOUS

## PERSONAL EMERGENCIES

Our work force is distributed over several areas, making it occasionally difficult to contact employees for personal calls. However, an emergency call will receive our prompt attention and you will be notified as quickly as possible.

## EMPLOYEE RECORDS

Personnel records are the property of the Company. In order to keep all personnel information up-to-date, the Salary Payroll Department at **1-800-288-6503** and the Salary Benefits Administrator at **1-800-288-6503** must be notified of any changes in name, address, telephone number, number of dependents, beneficiary designations, who to notify in case of an emergency, and so forth.

## PROMOTION & ADVANCEMENT

It is the Company's intent to place qualified personnel in job openings as they become available. Whenever feasible, we prefer to fill openings by promoting or transferring qualified employees from within the organization.

## EMPLOYMENT VERIFICATIONS

It is the policy of the Company to respond to requests for recommendations or employment verifications of former employees only by confirming [1] that the individual had been employed by the Company, [2] dates of employment, and [3] position(s) occupied.

Employees who need proof of employment or income may use the Work Number. Please visit [www.theworknumber.com](http://www.theworknumber.com) or call 1-800-367-2884. You will need Turner Industries' Employer Code (11792), your SSN, and your PIN (Last 4 digits of your SSN and birth year SSSYYYYY)

## SMOKE FREE ENVIRONMENT

In order to promote the health and well-being of its employees, clients and visitors, Turner Industries provides a smoke-free environment at all company work locations on its premises and in company vehicles. Designated smoking areas are provided at most locations. Smoking cessation programs are available through Employee Benefits.

## PERFORMANCE EVALUATIONS

To ensure that employees perform their jobs to the best of their abilities, it is important that they be recognized for good performance and that they receive appropriate suggestions for improvement when necessary. The use of employee performance evaluations is intended to assist in making decisions concerning training needs, job assignments, employee development, promotion, and retention.

## TRAINING

It is our belief that education and training are essential to employee development and in preparation for career advancement. All salaried employees are asked to attend or participate in job related training programs, whether the programs are sponsored by the Company or by a Company approved provider of public seminars. Attendance or participation approval must be obtained from your immediate supervisor prior to enrollment in the training program.



## INTERNAL COMPLAINT RESOLUTIONS

It is a practice of the Company to maintain an open door policy for communication. Unfortunately, misunderstandings and conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. It is our hope that most incidents will resolve themselves naturally. However, should a situation arise that needs immediate attention, it should be discussed with either the employee's supervisor, Company officer, or Employee Relations in order to identify and resolve the problem as quickly and effectively as possible. If the situation involves a possible violation of the company's Anti-Discrimination & Harassment Policy or the company's EEO policy, it should immediately be reported to **1-800-626-1735**.

## TRAVEL EXPENSES & REIMBURSEMENT

The Company shall pay all approved actual and reasonable business-related expenses incurred in the performance of job responsibilities. All such expenses incurred must be approved by the employee's supervisor in order for payment to be made by the Accounting Department. Pre-approval of such expenses is encouraged.

Employees should use the most expedient mode of transportation available, book the least expensive fares, rent mid-sized vehicles, and stay and eat at moderately priced establishments.

Employees should provide their supervisor with a copy of their itinerary before leaving on business travel.

Employee expenses for approved travel will be paid or reimbursed when properly documented by the employee and approved by the supervisor. All lines on the expense report must be filled in completely. The purpose of business and the job or account to which the expense is to be charged should be indicated on the report. If you are unsure of the job or account to be charged, please check with your supervisor or a representative of the Accounting Department. The Accounting Department will handle any inter-Company billing that is indicated and approved on the expense report.

Original receipts must be attached for hotel expense, transportation expense, or any other expense. Reimbursement will not be made for finance charges on personal credit cards, nor will non-itemized credit card billings be accepted as receipts.

If airline tickets are charged to a travel agency, the agency should bill the Company that pays the employee. The charge from the agency may be charged to the appropriate employee receivable account until an expense report is received.

Employees may, in some circumstances obtain a cash advance for approved business travel by submitting a written request to the Accounting Department. Cash advances and Company credit cards are Company property, and their use must be properly documented and approved.

Any travel expenses deemed unreasonable relative to the circumstances will not be paid or reimbursed and are the employee's personal responsibility. The Accounting Department will make every effort to issue expense reimbursements within one week of receipt.

Political and charitable contributions cannot be paid by the employee and reimbursed through their expense report.



## EMPLOYEE HANDBOOK ACKNOWLEDGMENT FORM

I acknowledge that I have received and will retain a copy of the Employee Handbook for Salary Personnel, which outlines the general policies, practices, and benefit guidelines of the Company. By my signature below I acknowledge, understand, accept and agree to comply with the information contained in the employee handbook provided to me by the Company. I have read and fully understand all policies and procedures included in the handbook.

I have been informed of and agree, as a condition of employment, to abide by and participate in the Company's Drug, Alcohol, and Contraband Policy. I have provided accurate and complete information for the Second Injury Fund Questionnaire and / or all other medical history inquiries. I understand that violations of safety rules or procedures can lead to disciplinary action up to and including termination. I understand and accept my responsibility for PROMPTLY reporting and/or correcting any safety hazards or hazardous conditions that I become aware of, before proceeding or allowing others to proceed. I am to immediately report such situations to my supervisor and the Safety Department. I understand and am aware of the reporting procedures for filing complaints of harassment and/or discrimination. I understand that violations of the policies, practices and procedures contained in this handbook can lead to disciplinary action up to and including termination.

I acknowledge that the information, policies and benefits described herein are only guidelines, not guarantees which the Company may, in its sole discretion, change as needed to manage its workforce. I understand that any changes, modifications or additions to this handbook will generally be communicated via Turner email and then posted on the Turner Intranet. Updates of the Handbook will be posted on Turner Central and I understand it is my responsibility to remain current with revisions. Turner Central is located at <http://turnercentral/Pages/Default.aspx>. In addition to the policies contained in this handbook, I understand that, as a condition of employment, I must also adhere to any and all additional departmental, company, state and federal regulations, and work site, work rules and procedures.

I understand and acknowledge that my employment may be terminated at any time, with or without cause and that nothing contained in this handbook or represented to me by any officer or employee of the Company or any affiliated or related Company creates a contract of employment. I understand that there is no guarantee as to the length of my employment or the number of hours I will be asked to work each day.

By my signature, I accept all Company policies, rules, procedures, and regulations as a condition of employment. I understand that my failure to abide by these rules, procedures, policies or regulation can lead to the discontinuance of my employment. I understand my employment with this company at all times remains at will.

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Employee's Name (printed)

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Employee #

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Employee's Signature

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Date

# OFFICE CONTACT LIST

## CORPORATE OFFICE

Construction,  
Maintenance & Turnarounds,  
Fabrication &  
Equipment & Specialty Services  
Division Headquarters

8687 United Plaza Blvd.  
Baton Rouge, LA 70809  
PO Box 2750 -- 70821  
Main: 225-922-5050  
Personnel: 225-300-8100  
WATS: 800-288-6503

## REGIONAL OFFICES

### Beaumont

2005 Industrial Park Rd.  
Nederland, TX 77627  
PO Box 1029  
Beaumont, TX 77704  
Phone: 409-727-4509  
Fax: 409-722-8034

### Corpus Christi

8601 IH 37 Access Rd.  
Corpus Christi, TX 78409  
Phone: 361-248-3005  
Fax: 361-248-3006

### Decatur

127 Old Hwy. 24  
Decatur, AL 35601  
Phone: 256-584-0004  
Fax: 256-584-0006

### Houston

3850 Pasadena Blvd.  
Pasadena, TX 77503  
Phone: 713-477-7440  
Fax: 713-477-4846

### Sulphur

2346 Swisco Rd.  
Sulphur, LA 70665  
PO Box 2599--70664-2599  
Phone: 337-882-6980  
Fax: 337-882-6987

## REGIONAL FABRICATION FACILITIES

### Corpus Christi

8601 IH 37 Access Rd.  
Corpus Christi, TX 78409  
Phone: 361-248-3005  
Fax: 361-248-3100

### Decatur

127 Old Hwy. 24  
Decatur, AL 35601  
Phone: 256-584-0004  
Fax: 256-584-0006

### Houston

3850 Pasadena Blvd.  
Pasadena, TX 77503  
Phone: 713-477-7440  
Fax: 713-470-2266

### Paris

1200 19th St., S.W.  
Paris, TX 75460  
PO Box 899--75461-0899  
Phone: 903-782-9362  
Fax: 903-782-9379

### Port Allen

1700 S. Westport Dr.  
Port Allen, LA 70767  
PO Box 868  
Phone: 225-381-9422  
Fax: 225-381-9746.

## EQUIPMENT, RIGGING & HEAVY HAULING SERVICES

### Baton Rouge - Equipment

2865 Mason Ave.  
Baton Rouge, LA 70805  
Phone: 225-356-1301  
Fax: 225-356-9743  
WATS: 800-234-6623

### Baton Rouge - Rigging - Heavy Hauling

8687 United Plaza Blvd.  
Baton Rouge, LA 70809  
Phone: 225-214-2551  
Fax: 225-215-6590

### Houston

3850 Pasadena Blvd.  
Pasadena TX 77503  
Phone 713-477-7440  
Fax: 713-472-6863  
WATS: 800-659-8825

### New Orleans

401 Jefferson Hwy.  
Jefferson, LA 70121  
Phone: 504-837-2063  
Fax: 504-837-2065  
WATS: 800-749-2063

### Scaffolding Services

#### Baton Rouge

2865 Mason Ave.  
Baton Rouge, LA 70805  
Phone: 225-356-1301  
Fax: 225-356-7222  
WATS: 800-234-6623

### Houston

3850 Pasadena Blvd.  
Pasadena, TX 77503  
Phone: 713-477-7440  
Fax: 713-477-0397  
WATS: 800-766-0730

### Sulphur

2228 Industrial Rd.  
Sulphur, LA 70665  
PO Box 2599--70664  
Phone: 337-882-6720  
Fax: 337-882-6728  
WATS: 800-789-6720

## PERSONNEL

### Baton Rouge Area

215 Highlandia Dr.  
Baton Rouge LA, 70810  
Phone: 225-300-8100  
Fax: 225-300-8270

### Baton Rouge Area ( Medical Dept.)

215 Highlandia Dr.  
Baton Rouge LA, 70810  
Fax: 225-300-8255

### Beaumont

2005 Industrial Park Rd.  
Nederland TX, 77627  
Phone: 409-727-4509  
Fax: 409-719-4146

### Corpus Christi

8601 IH 37 Access Rd  
Corpus Christi TX, 78409  
Phone: 361-248-3200  
Fax: 361-879-0105

### Decatur

127 Old Hwy 24  
Decatur AL, 35601  
Phone: 256-260-4500  
Fax: 256-584-0006

### Houston

3838 Pasadena Blvd.  
Pasadena TX 77503  
Phone: 713-473-7707  
Fax: 713-475-6996  
WATS: 800-659-8825

### Lake Charles

2346 Swisco Rd.  
Sulphur LA, 70665  
Phone: 337-882-6980  
Fax: 337-882-6987

### Laplace

204 Woodland Dr.  
Laplace LA, 70068  
Phone: 985-651-9253  
Fax: 985-651-9849

### Pascagoula

634 Delmas Ave.  
Pascagoula MS, 39567  
Phone: 228-769-8957  
Fax: 228-769-2721