

# McCORMICK CONSTRUCTION COMPANY

## EMPLOYEE HANDBOOK

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### **CONFIDENTIAL MATERIALS** **October 2006**

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THIS EMPLOYEE HANDBOOK AND ITS MANAGERIAL GUIDELINES AND POLICIES SUPERSEDE ALL PREVIOUS MANUALS AND HANDBOOKS; AND ALL OTHER INCONSISTENT EMPLOYMENT-RELATED MATERIALS, PRACTICES, PROCEDURES, REPRESENTATIONS OR TERMS AND CONDITIONS OF EMPLOYEMENT WITH McCORMICK CONSTRUCTION COMPANY, WHETHER VERBAL OR WRITTEN, ALL OF WHICH ARE HEREBY REVOKED AND RESCINDED.

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## **I. INTRODUCTION TO EMPLOYEE POLICY HANDBOOK**

### **A. Introductory Statement**

Employees receiving this Handbook may wonder, “Why have you prepared and distributed this Handbook?” The Handbook has been developed to acquaint you with McCormick Construction Company (sometimes referred to as “the Employer” or “the Company” in this handbook) and to provide you with information about current working conditions, current employee benefits, some of the general guidelines affecting your employment here at present, and the Employer’s current expectations concerning your performance and conduct.

The policies described in the Handbook are decision-making guides and necessarily involve discretion on the part of the Employer. They are not inflexible rules, and are not mandatory procedures or set, chronological sequences for action. Moreover, no Handbook can anticipate every question or circumstance about every employment issue. The Employer reserves the right to revise, supplement, amend, interpret or delete any policies or portion of the Handbook as it sees fit, in its sole and absolute discretion.

Employees are advised to periodically check the Company bulletin board for new or revised policy statements. The Employer will generally attempt to communicate any changes in its employment policies to its employees via the bulletin board, but such changes, revisions, interpretations, additions and deletions will be effective immediately upon adoption, with or without such notice.

The Employer expressly reserves the right to depart from the policies and practices set forth in this Handbook in its sole and absolute discretion. This booklet is not intended to be a contract or enforceable promise of employment or of any specific term, condition or duration of employment between the Employer and employees, but is solely intended to give employees a general description of the working conditions at the Employer. Employees should not rely on the provisions of this Handbook, since they are subject to change and exception.

The Employer is a non-union employer. Employees have chosen not to be represented by third parties, but to deal directly with their Employer on all matters of concern to them. We encourage you to bring any concerns you have with your employment directly to management. The Employer will actively oppose by all legal means the unionization of the Company.

### **B. At-Will Employment**

All employees of the Employer are employed at their own will and the will of the Employer, and are subject to termination at any time, for any reason, and with or without cause or notice. Similarly, employees may terminate their employment with the Employer at any time, for any reason, and with or without cause or notice. This “at-will” employment relationship may not be altered except by the specific terms of a written contract of employment signed by the President of the Employer prior to the commencement of employment.

## **II. EQUAL EMPLOYMENT OPPORTUNITY POLICIES**

### **A. Equal Employment Opportunity**

McCormick Construction Company’s general policy is not to discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, pregnancy, disability (including those related to pregnancy or child-birth), membership or non-membership in a labor organization, affectional or sexual orientation, status with regard to public assistance, or any other characteristic protected under federal, state or local law. Applicants and employees will be evaluated solely on the basis of their conduct, their compliance with the Company’s policies and legitimate expectations, and their performance.

If you believe that you have been unlawfully discriminated against, you must bring this to the attention of your supervisor or the Equal Opportunity Officer. Employees can bring complaints, ask questions, and raise concerns under this policy without fear of reprisal. All employees are responsible for understanding, adhering to and strictly enforcing this policy.

**B. Prohibition of Harassment**

**POLICY STATEMENT**

McCormick Construction Company forbids harassment in the work environment. This policy includes the prohibition of harassment based upon any characteristic protected under federal, state, or local law. It also forbids sexual harassment in the work environment. Complaints alleging harassment based upon protected characteristics will be handled in the same manner as complaints alleging sexual harassment. "Sexual harassment" has been defined as:

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

1. Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individuals' employment; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment and the Employer knew or should have known of the existence of the harassment and failed to take timely and appropriate action.

If you believe that you are being subjected to harassment, you must:

- First: Tell the harasser to stop.
- Second: Make a record and immediately report the incident to your supervisor or to the Equal Opportunity Officer.
- Third: If the conduct continues, this should also be immediately reported to the above individuals.

Any reported incident will be investigated. Complaints and actions taken to resolve harassment will be handled as confidentially as possible, given McCormick Construction Company's obligation to investigate and act upon reports of such harassment. Violation of this policy may result in discipline, up to and including termination.

Employees may bring complaints, ask questions, and raise concerns under this policy without fear of reprisal. All employees are responsible for understanding, adhering to and strictly enforcing this policy.

**INVESTIGATION AND RECOMMENDATION**

McCormick Construction Company will, upon receipt of a report or complaint alleging harassment or other inappropriate conduct, authorize an investigation, which may result in discipline.

In determining whether alleged conduct constitutes harassment or other inappropriate conduct, McCormick Construction Company may consider the surrounding circumstances, the nature of the alleged statements or conduct, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes harassment or other inappropriate conduct requires consideration of all the facts and surrounding circumstances.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint or report is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint or report. The investigation may also include any other lawful methods deemed pertinent by the investigator.

In addition, McCormick Construction Company may take immediate steps, at its discretion, to protect the complainant and employees pending completion of an investigation.

## **PROHIBITION AGAINST RETALIATION**

McCormick Construction Company will discipline any individual who retaliates against any person who complains of or reports alleged harassment or other inappropriate conduct or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a harassment complaint.

## **DISCIPLINE AND OTHER APPROPRIATE ACTION**

McCormick Construction Company may take such appropriate action as it deems necessary, which may include discipline such as warnings, paid or unpaid suspensions, and terminations in order to punish harassment or other inappropriate conduct and to prevent its recurrence; as well as other appropriate action including reminders of its policy, orientation, transfers, counseling and training concerning harassment and inappropriate conduct.

### **III. GUIDELINES REGARDING CONDUCT AND DISCIPLINE**

#### **A. Guidelines Regarding Employee Conduct and Discipline**

McCormick Construction Company's Employee Conduct and Discipline procedures are designed to provide clear expectations for all of its employees. McCormick Construction Company expects its employees to follow rules of conduct that will protect the interests and safety of all employees and of the organization.

To accomplish these goals, the following guidelines are necessary. These are general guidelines; McCormick Construction Company reserves the right to handle each disciplinary situation as it deems necessary, including the right to discipline employees for any reason, including reasons not specified here, and to discharge without prior discipline or notice. No employee is entitled to progressive discipline. Since it is not possible to provide an exhaustive list of misconduct, the following are examples of conduct that may result in discipline, up to and including termination of employment:

1. Failure to work efficiently or produce satisfactory results.
2. Failure to notify your supervisor in advance of an absence.
3. Unacceptable absenteeism or tardiness.
4. Leaving work prior to the completion of your shift without the prior authorization of your supervisor.
5. Failure or refusal to follow instructions or directives from supervisors or management.
6. Failure to follow safety or health rules, immediately correct an unsafe condition or immediately report injuries or accidents.
7. Inappropriate removal, possession, destruction or abuse of employee, McCormick Construction Company, or others' property or equipment.
8. Possession, consumption, or transfer of alcohol or illegal drugs on the job or reporting for work under the influence of either drugs or alcohol.
9. Abusive language, disrespectful behavior, verbal or physical intimidation, fighting or insubordination.
10. Personal use of McCormick Construction Company tools, materials or vehicles without the express, prior permission of a supervisor.
11. Engaging in any other business or employment that conflicts with or interferes with your responsibilities to McCormick Construction Company.
12. Violation of any McCormick Construction Company policy, including the policies on discrimination, harassment and Resolution of Complaints, or failing to meet reasonable McCormick Construction Company expectations.



13. Providing false or inaccurate information to McCormick Construction Company, including, but not limited to, information on application forms, time cards, expense reports, leave requests, absence records or in response to requests for information.
14. Making false, malicious or derogatory statements, frivolous claims or charges to McCormick Construction Company or to a third party about the Company or its superiors.
15. Inaccurately reporting or recording one's own time, reporting (whether accurately or not) the time of another employee, or allowing one's own time to be reported (whether accurately or not) by another person.
16. Disorderly, dangerous, wasteful or careless conduct.
17. Sleeping or resting during working hours.
18. Gambling on McCormick Construction Company premises (including McCormick Construction Company's parking lots).
19. Possession of unauthorized firearms, explosives, weapons or other contraband on McCormick Construction Company property (including McCormick Construction Company's parking lots).
20. Making false, frivolous, malicious or derogatory statements concerning customers, vendors, or employees of McCormick Construction Company.
21. Entering or remaining on McCormick Construction Company premises (including parking lots) before or after the completion of one's shift or during non-work periods, without prior permission.
22. Unauthorized use of telephones, mail, or other McCormick Construction Company owned equipment.
23. Smoking in an unauthorized area.
24. Failure to observe traffic and parking rules on McCormick Construction Company property.
25. Inability or refusal to work cooperatively and harmoniously with other employees.
26. Uncooperative, rude or offensive treatment of customers or business contacts in person, in writing or by phone.
27. Failure to provide prior notice that you are taking medications which may affect your work performance or create a safety risk.
28. Committing a gross misdemeanor, felony or serious regulatory offense, or any similar act or omission, whether on or off duty, which adversely affects McCormick Construction Company by bringing McCormick Construction Company into disrepute, exposing McCormick Construction Company to the risk of liability or expense, undermining the employee's ability to effectively perform his or her duties or reducing customer or co-employee confidence in the employee.
29. Any other conduct which McCormick Construction Company determines to be adverse to its business interests.

The above rules and standards of conduct are general in nature and are not intended to be all-inclusive. Employment with McCormick Construction Company is "at-will" employment, which means continued employment requires the mutual consent of McCormick Construction Company and the employee, and either party may terminate the relationship at any time for any reason, with or without prior notice.

## **B. Resolution of Complaints: Let's Work Together**

We are concerned about every McCormick Construction Company employee, and about every employee's concerns, questions, or complaints. McCormick Construction Company has the following procedure for responding to employee concerns or complaints. Our procedure has two main goals:

1. To ensure that we respond to every complaint or concern. While you may not always agree with how a complaint is answered, be assured that we will give your complaint the consideration it deserves.
2. To improve communication within McCormick Construction Company and solve complaints at the lowest possible level by requiring employees to individually advance their own complaints up the "chain of command", except in unusual circumstances.

If you ever have a complaint, concern or question about any aspect of your employment at McCormick Construction Company, please use the following required procedure:

1. In most cases, you must first talk with your supervisor if you have any concerns, complaints, or questions regarding your employment at McCormick Construction Company. Often, an informal discussion of such issues will lead to their quick, effective resolution. If you have a concern, complaint, or question which isn't resolved after you have had such an informal discussion, you should proceed to Step 2. If you don't feel comfortable approaching your supervisor about your concern, go to Step 5.a. and follow the instructions.
2. Please give your written complaint to your supervisor within 14 calendar days of when the problem arose (unless you are following Step 5.a.). Your supervisor will forward a copy of your complaint to McCormick Construction Company management.
3. Your written complaint must state:
  - a. Your name, title, department and shift.
  - b. What you are unhappy about. Clearly explain what happened, who was involved, when it happened and why you are concerned about it.
  - c. Provide any other information you think is relevant to your complaint.
  - d. Describe any ideas you have about correcting the problem.
4. We will investigate and attempt to respond to your complaint within 10 to 14 days. This period may be extended, depending on the facts and circumstances of each case (such as the number of people we must interview, etc.).
5. Please keep the following additional guidelines in mind:
  - a. If you have a complaint or concern and you don't feel comfortable for any reason discussing it with your supervisor or submitting a written complaint to him or her, you must bring your complaint (verbally or in writing) to the President or to the Equal Opportunity Officer.
  - b. Speak for yourself. This is an informal procedure and you should present your concerns in your own words. No formal representation of employees by third parties is necessary or appropriate in this process.

## **C. Testing**

At any time that testing procedures will contribute positively to the determination of qualifications for any job position, or for promotion or transfer to new positions, employees or applicants for employment will be asked to agree to submit to testing procedures and to abide by their results. McCormick Construction Company designs and administers its tests in conformance with applicable federal and state statutes and regulations.

#### **D. Absenteeism/Tardiness**

You are expected to report for work on time and with a minimum of absences. Unnecessary absenteeism and lateness is expensive, disruptive, and places an unfair burden on your fellow employees and your supervisor. Unsatisfactory attendance will adversely affect an employee's opportunity to be promoted or to receive pay increases. It may also result in disciplinary action, up to and including suspension and discharge.

If you are going to be late or absent for any reason, you must personally telephone your supervisor as far in advance of your starting time as possible. Simply advising the receptionist or a co-worker is not acceptable notification for these purposes. Explain why you are going to be absent and when you expect to return to work. It is your responsibility to ensure that proper notification is given and that you provide your supervisor with a daily status report on your absence until you return to work.

If an employee is absent for three consecutive days without giving notification, this will be treated as a resignation or job abandonment and employment will be automatically terminated.

Poor attendance, excessive tardiness and dishonesty in connection with absenteeism or tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of the employee's employment at McCormick Construction Company.

#### **E. Inclement Weather**

Occasionally, the Company's business hours may be altered or operations may be closed down due to inclement weather or emergency conditions, which occur without warning or notice and beyond the Company's control.

Should such an event occur prior to the opening of the office or before the business day commences, employees will be notified by a phone call that the office will not open and to remain home.

Should such an event occur after the business day commences, employees may be sent home by decision of McCormick Construction Company.

Employees electing to stay home when the office is officially open will be considered absent and will not be paid.

#### **F. Moonlighting**

Moonlighting (engaging in other employment or self-employment while working for McCormick Construction Company) in any activity which could conflict with your commitments to McCormick Construction Company is prohibited. If you are considering outside employment, you must seek prior approval from your supervisor. Approval will only be granted in cases in which it is clear that the outside employer is not a competitor of McCormick Construction Company, and the outside employment will not interfere with the employee's rest or availability for work at McCormick Construction Company, including overtime work. McCormick Construction Company's work requirements, including any Company overtime, must take precedence over any outside employment, even when approved.

Violations of this Moonlighting Policy will result in discipline, up to and including dismissal. Employees should also avoid any non-employment outside activities which conflict with or interfere with work performance or with the employee's rest or availability for work. If this occurs, you will be asked to make a decision to prioritize your employment at McCormick Construction Company as compared to the other activities.

#### **G. False Claims**

McCormick Construction Company will not pay medical, income replacement or other benefits for injuries or sicknesses resulting from other employment or self-employment or outside activities, and will resist all other false, frivolous or non-meritorious claims, charges, complaints and allegations. Providing false information to McCormick Construction Company, any attorney, investigator, health care or treatment provider, insurer or government agency or tribunal in connection with a claim for benefits or any other legal issue will result in discipline, up to and including discharge, and may result in civil and/or criminal prosecution, forfeiture of benefits and/or civil damages.

#### **IV. COMPENSATION AND HOUR POLICIES**

##### **A. Introductory Period**

New employees are introductory until they have completed three (3) months of service with McCormick Construction Company. The introductory period is designed to give new employees an opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. McCormick Construction Company uses this period for an initial evaluation of employee capabilities, work habits and overall performance.

An employee's introductory period may be extended at McCormick Construction Company's sole discretion.

McCormick Construction Company also reviews employee performance after a transfer or promotion to a new position. These reviews generally occur three months after the transfer or promotion.

All employees remain "at-will" (see Paragraph II.B.) both during and after the introductory period, and both McCormick Construction Company and the employee retain the same rights regarding the termination of employment if the employee is retained after that period. Completion of the introductory period thus does not alter an employee's at-will status.

##### **B. Resignation/Termination**

Termination of employment is an inevitable part of personnel activity within any organization. Examples of some of the most common circumstances under which employment is terminated include:

- |             |   |
|-------------|---|
| RESIGNATION | - voluntary employment termination initiated by the employee.   |
| DISCHARGE   | - involuntary employment termination initiated by McCormick Construction Company.   |
| RETIREMENT  | - voluntary employment termination initiated by the employee when no further gainful employment or self-employment is intended. |

In the event you should resign, you are requested, but are not required to provide two weeks advance notice of your decision for non-management personnel and thirty days of notice for management personnel. "Management" status is defined for the purposes of this policy to include anyone with supervisory responsibility for other employees or for a department.

Employees who provide such notice of their resignation and employees who are laid off or discharged for reasons other than conduct problems, policy violations or poor performance will receive a cash payment equivalent to up to one week of their available PTO pay if they are willing to sign a release of all claims the law allows to be released against McCormick Construction Company. No other employees are eligible for such cash payment of PTO benefits.

Such cash payment of PTO benefit does not extend the effective date of termination beyond the last day worked.

McCormick Construction Company generally provides advance notice to its employees if it becomes necessary to terminate their employment. However, McCormick Construction Company does not guarantee such notice, and reserves its at will right to terminate for any reason, with or without notice, cause or prior discipline. There are no recall or reemployment rights at McCormick Construction Company.

##### **C. Promotions and Transfers**

McCormick Construction Company generally attempts to fill new and vacant positions from within the Company by promoting qualified employees. Most new employment opportunities will be posted on the Company bulletin board. If an employee is interested in a posted opportunity, he/she should submit his/her internal application according to the instructions on the job posting. Internal candidates will be recruited, interviewed and hired in accordance with the Company's Equal Employment Opportunity Policy.

If there are no employees within McCormick Construction Company who the Company determines to be qualified to fill a vacancy or McCormick Construction Company determines, at its sole discretion, that “outside” hiring is necessary, it reserves its right to select an employee from outside the Company.

#### **D. Layoff**

You may be laid off under certain circumstances, including but not limited to a shortage of work or funds, elimination of position, or changes in McCormick Construction Company’s organizational structure or services. If layoffs are necessary, selection of persons to be laid off will be at McCormick Construction Company’s discretion based upon an evaluation of factors including, but in no way limited to, seniority, merit, prior disciplinary record and efficiency, as determined solely by McCormick Construction Company’s management. McCormick Construction Company may, to the extent circumstances permit, provide prior notice of such layoffs. There are no recall or reemployment rights at McCormick Construction Company.

#### **E. Workday and Break Policies**

A typical workday consists of 8 hours. A typical workweek consists of five consecutive workdays for a total of 40 hours. Because of the nature of our work and the need to coordinate our working hours with a wide range of customers, changes in work schedules and required overtime may be necessary to accommodate both our customers and our employees.

Employees’ actual work schedules will be assigned or approved by their supervisor or manager. Commissioned salespersons and independent contractors are free to set their own work schedules consistent with business requirements, but may wish to conform to our office schedule on days they are in the office to facilitate their communications with our employees.

The Company recognizes the need for periodic “break” periods, which should not exceed 15 minutes each morning and afternoon. Established break periods may be scheduled. If they are not, employees may set their own times for breaks, but must notify their supervisor.

#### **F. Overtime**

Hourly workers will be paid overtime at the rate of one and one-half times all hours worked in excess of 40 hours per work week, based upon the wage rate applicable to the work actually performed during the overtime hours. McCormick Construction Company will pay overtime compensation to all hourly workers based on actual hours worked. Time off on holidays, PTO leave or on any other leave of absence will not be considered “hours worked” for purposes of performing overtime calculations. Exempt salaried employees will not be reimbursed for overtime they elect to work in order to keep pace with their normal job responsibilities.

All hourly McCormick Construction Company employees who are eligible for overtime compensation, and who have actually worked in excess of federal or state limits, will receive such compensation. Hourly McCormick Construction Company employees shall not perform work of any kind, for any reason, unless their time is recorded on their time record for pay purposes. No work “off the clock” is permitted. Any violations of this policy will result in discipline, up to and including discharge.

#### **G. Payroll Information**

Hourly and salaried employees will be paid bi-weekly for the pay periods starting on Monday and ending on Sunday. Payroll distribution will follow the close of the payroll period, and generally will take place by the Friday of the next week.

All employees will be paid by check payable to the employee only, and not to third parties, and checks will be given only to the employee unless direct deposit is offered and chosen. McCormick Construction Company will not pay any employee in cash, nor will the Company cash any employee payroll or personal check. Advances on pay will generally not be made, except in the Company’s discretion for emergency situations.

## **H. Payroll Deductions**

Normal payroll deductions for federal and state income tax, FICA and Medicare will be automatically made based upon information provided to the payroll department by the individual employee. Other payroll deductions required or permitted by law (for garnishments, child support or monies owed to the Company, for example) will also be made where appropriate.

## **V. OTHER OPERATING POLICIES**

This section is included to give McCormick Construction Company employees a general overview of the standards of conduct and cooperation that the Company considers necessary to create and maintain a quality work force and environment which will satisfy the standards of our customers, as well as the general public and your fellow workers. It is intended to serve as a general guideline, but McCormick Construction Company reserves the right to enforce other standards and expectations it deems appropriate, which are not specified here.

### **A. Alcohol**

Consumption of alcohol on McCormick Construction Company premises (including McCormick Construction Company parking lots) is limited to refreshments served during Company sponsored events conducted for our customers and occasional officially sanctioned Company sponsored employee functions. On those occasions, all employees are expected to act responsibly and to exercise prudence in the amount of alcohol they consume.

Apart from these limited exceptions, the possession, storage, transfer or consumption of liquor on Company premises will result in discipline, up to and including discharge. Employees who report to work under the influence of alcohol will not be admitted into the building, and will also be subject to discipline, up to and including discharge.

### **B. Drugs (See Also McC Inc. Drug and Alcohol Testing Policy)**

Drugs are defined as any behavior-modifying product, including marijuana. Employees are prohibited from possessing, storing, transferring or using such substances, or reporting for work under the influence of drugs unless McCormick Construction Company receives prior notice and satisfactory documentation that the product has been prescribed for the employee by the employee's doctor as medication for a current ailment or disease. Any employee found guilty of carrying, storing, transferring or consuming such drugs in the course of employment, on Company property (including McCormick Construction Company parking lots) or within Company vehicles will be subject to discipline up to and including dismissal and to possible civil and/or criminal prosecution.

### **C. Solicitation and Distribution**

In order to prevent disruption in McCormick Construction Company's operations and provision of services, the following rules apply to solicitation and distribution of written materials.

No solicitation or distribution of any kind will be permitted in non-work areas by employees who should be performing their assigned work tasks. Solicitation and distribution by non-working employees interferes with the work of other employees who are performing their assigned work tasks and is also prohibited. No distribution or solicitation of any kind is permitted in any work area at any time.

Solicitation or distribution during established rest periods, meal times or other specified employee break periods in non-work areas is not prohibited.

Non-employees are not allowed to solicit or distribute any written materials at any time on any McCormick Construction Company property or job sites which are not open to public use.

#### **D. Safety and Health**

We expect all of our employees to be safety conscious and to assist us in avoiding workplace conditions which might cause an accident. You are required to immediately report any unsafe condition and any injury received, no matter how minor, while at work to your supervisor.

Personal hygiene and clean work areas make for a more pleasant, as well as a safer, place to work. Employees should therefore wash their hands before returning to work after visiting the toilet areas and before dispensing any food or beverages at Company functions. Employees in all departments are also asked to help keep the surroundings as neat and orderly as possible. Trash receptacles, which are easily accessible, are located throughout the building. Please place all litter from lunches, scrap materials, etc., in these receptacles.

Your safety and health are important to the Company. All employees must follow all OSHA regulations and Company safety guidelines. Any employee who is furnished safety equipment by the Company will be required to wear such safety equipment at all times while doing the work for which the equipment is furnished. Safety equipment furnished by the Company which is damaged or worn out in use will be replaced free of charge, provided the worn or damaged equipment is turned in when the new equipment is issued. Employees who abuse or lose equipment, however, will be subject to discipline and to deductions from pay.

Be health, safety and fire-prevention conscious.

#### **E. Dress Code**

Employees of McCormick Construction Company must dress appropriately for their various work settings, including office, customer sales, Company officers, shop, construction service, field superintendents, and field work.

1. Dark colored jeans are allowed. No faded, pre-washed, grunge look, no holes, stains, etc.
2. Shirts require sleeves. No tank tops, muscle shirts, halters, sleeve less t-shirts, etc.
3. Skin tight garments, clothing which inappropriately exposes the body (briefs, halters, see-through clothing, etc.) and any kind of clothing with legends or slogans other than Company devices are inappropriate for all employees.
4. Inappropriate short skirts and shorts will not be allowed.
5. All shop and field employees are required to wear steel toed shoes. Office staff may wear appropriate open toed sandals, flip flops are not allowed.
6. In all cases, attire must be clean, shoes should be clean, hair styling neat, hands clean and general appearance acceptable for calling on customers, greeting customers within the office or working with customers and other contractors in the field.
7. When office employee's are working in the shop or going to the field, their dress must be neat, clean, and presentable, appropriate for the weather, and must meet safety standards.

The intent of this dress code is to maintain conventional standards in order to present an acceptable company image to our customers and suppliers. Rule of thumb: "If you question whether or not something is appropriate, it probably is not." Please dress according to work environment.

#### **F. Bulletin Boards**

The official Company bulletin board is located in the shop. Employees should check this board regularly for important notices including information on safety and policy changes. Only official notices may be posted on this board.

## **G. Notice on Searches**

McCormick Construction Company reserves the right to conduct searches and surveillance of employees, their work spaces, their personal belongings, vehicles, lockers, tool boxes, Company-owned furnishings, vehicles and equipment, including computers and all other work spaces whenever permitted by law. McCormick Construction Company employees should have no expectation of privacy while performing duties for McCormick Construction Company, while on McCormick Construction Company or customer premises (including parking lots) or while in a McCormick Construction Company vehicle.

## **H. Access to Personnel Files**

McCormick Construction Company maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, records of any training, documentation of performance appraisals, absence, discipline, wage and salary history, and other employment records McCormick Construction Company deems important.

Personnel files are the property of McCormick Construction Company, and access to the information they contain is monitored. Generally, only supervisors and management personnel of McCormick Construction Company, and third parties who McCormick Construction Company deems to have a legitimate reason to review information in a file, are allowed to do so.

Employees who wish to review their own file should contact the Human Resources Department. With reasonable advance notice, and in accordance with applicable law, employees may review their own personnel files in McCormick Construction Company's offices in the presence of an individual appointed by McCormick Construction Company to maintain the files.

## **I. Employee Parking**

A designated parking area is available for office employees' use, but construction projects may or may not have provisions for parking. No one is to park in an area that would hinder access to any Company facility or customer project.

All employees shall enter and leave the office or a project site through designated entrances. Employees may not remain on or return to the premises once they have completed their work. Ex-employees and employees who are on any type of leave are not permitted on Company premises, except with the prior approval of their supervisor and by appointment.

We recommend that you lock your car and avoid leaving valuables where they may be seen, since McCormick Construction Company cannot be responsible for loss, damage or theft of personal property or vehicles.

## **J. Company Vehicles**

It is the policy of the Company that no Company vehicle will be used for personal business and no personal vehicle for Company business, except when specific approval is given by the employee's supervisor or the owner.

If a vehicle breaks down, do not leave it abandoned on a highway or street. It is your responsibility to have it towed to a safe place.

Turn in your expense receipts for service to your supervisor for reimbursement with your time card.

Do not authorize major repairs without approval from your supervisor.

Employees shall not possess, transfer or consume alcoholic beverages or controlled substances in motor vehicles at any time while on Company business regardless of whether they are driving or not driving or whether they are using Company or personal motor vehicles. Violations of this policy may result in discipline, up to and including termination.



Drivers of Company vehicles must observe all speed limits and traffic safety rules. Any moving violation will be paid by the driver of the vehicle. Repeated moving violations will result in termination.

In case of an accident, in general, give the other driver or law enforcement authority your name, your driver's license number and insurance information. Call a policy agency immediately. The driver of our vehicle is to report the other driver's information at the earliest possible time to the office. The information the driver should obtain includes:

- Name of the other driver;
- Driver's license number of the other driver;
- The license plate number of the other vehicle; and
- The other driver's insurance company and policy number.

If a police report is made, obtain the police report number and notify the office.

When asked a specific question, give a specific answer. Be courteous, but at no time are you, or anyone with you in the vehicle at the time of the accident, to make any statement regarding the cause of the accident, or to make any statement regarding anyone's culpability or fault.

If you receive a ticket for causing the accident, accept it graciously, but say nothing about whose fault the accident was. Everyone must be careful not to say anything that could be harmful to the Company or the driver. Fault will be determined at a later time.

#### **K. Business Gifts**

Occasionally it may be appropriate to express appreciation to customers by means of a token gift. Examples of token gifts are tickets to athletic or entertainment events, gift packages or beverages, or other items with cash value under \$25.00. However, the Company does not make a practice of giving gifts to customers and discourages officers and employees from regularly accepting gifts from individuals or firms who do business with us. Regular gifting and gifting of higher value may suggest bribery rather than appreciation and could reflect badly on the image of the Company, as well as the individual involved. Company preference would be that you dine with your customer or attend an event with them – this not only shows appreciation but also builds lasting relationships. Discretion is the key word. Avoid any situation which could be interpreted as undue influence or bribery.

#### **L. Physical Examination**

A pre-employment, post-offer medical examination is required for all personnel. The physical examination will be conducted at the Company's expense and conducted by a Company appointed doctor. McCormick Construction Company's Conditional Offer of Employment and job assignment of an employee is conditional on receipt of a satisfactory medical history, test results and doctor's report, confirmation of application information and favorable references, even if the employee has provisionally begun work prior to receipt of all such information.

#### **M. Confidentiality**

The nature of our business is highly competitive. Information, including research regarding prospective clients, projects, notes, memoranda and data regarding proposals, estimates, projects or customers, which employees prepare, compile, have access to, or receive at any time during the course of their employment, is confidential. If you are ever in doubt as to whether information is confidential, treat it as confidential until you are told in writing otherwise by your supervisor or a Company officer.

Employees shall not disclose or provide any such confidential information to outsiders without the prior written approval of a Company officer. An employee's unauthorized disclosure or removal of confidential information may result in discipline, up to and including discharge, and appropriate legal or criminal action. Your obligation to maintain the confidentiality of such information and not to disclose or remove it continues both during and after your employment with McCormick Construction Company without time limitation.

## **N. Visitors**

All visitors are required to report to the Receptionist. This control is necessary to prevent unauthorized strangers from entering the office and to facilitate meetings with visitors while minimizing disruption of normal office activity.

## **O. Smoking Policy**

Smoking is only allowed in designated smoking areas of McCormick Construction Company. Follow customer's policies and job site regulations on smoking. Failure to comply with applicable smoking policies may result in disciplinary action.

## **P. Travel and Reimbursable Expenses**

Employees will be reimbursed for reasonable expenses incurred while on pre-approved business travel for McCormick Construction Company. All reimbursable expenses must be supported by receipts.

## **Q. Employment of Relatives**

Employment of relatives by an organization may cause serious conflicts and problems with favoritism and employee morale and can also result in personal conflicts from outside the work environment being carried into day-to-day working relationships.

It is the Company's policy that relatives of persons currently employed by the organization may be hired only if the relatives will not be in a reporting relationship with each other, or if one relative will not have the ability to affect the other relative's terms and conditions of employment. Once employed, affected employees will not be transferred or promoted into such a reporting chain relationship. If employees become relatives after employment, McCormick Construction Company will implement any appropriate transfer or separation decision which may be necessary after consulting with the affected employee. In cases where a conflict or the potential for conflict arises, the parties may be separated by reassignment or terminated from employment if appropriate reassignments are unavailable or declined.

For the purposes of this policy, a relative is defined to include parents, grandparents, children, brothers, sisters, brothers and sisters-in-law, fathers and mothers-in-law, stepparents, stepsiblings, stepchildren, and spouses.

## **VI. EMPLOYEE BENEFITS ADDENDUM**

### **A. Personal Time Off (PTO)**

McCormick Construction Company grants PTO with pay to qualifying employees. This PTO is designed to be periods for rest and recreation. Full-time salaried and full-time hourly employees may receive PTO grants under this policy. Part-time hourly employees, temporary employees, commissioned salespeople and independent contractors do not qualify for PTO benefits.

PTO time is granted in full year increments dating from the employee's first day of employment in accordance with the following schedule:

- One week of PTO after the completion of one year of employment;
- Two weeks of PTO after the completion of three years of employment;
- Three weeks of PTO after the completion of ten years of employment.

PTO requests must be approved by the employee's supervisor prior to the PTO. PTO shall generally be approved on a first-come, first-approved basis; however, the Company reserves the right to approve or disapprove any PTO request at its sole and absolute discretion.

Employees must schedule PTO of three or more days in duration with their supervisor at least one month in advance of the starting date of the PTO, except in emergency situations. McCormick Construction Company retains the right to approve or deny any PTO requests at its sole and absolute discretion.

PTO time will not be granted until after a full year of full-time work and is not available to the employee until that time, nor can the time accumulate from year to year. A PTO week must be used during the twelve (12) months following its grant (the first PTO week earned must be used before the twenty-fourth (24<sup>th</sup>) month of employment, etc.) No additional time will be granted to the employee if a prior year's PTO is not used. PTO must be used for rest and relaxation. Employees must refrain from employment or seeking employment during a PTO period to be eligible for PTO pay. PTO is a time-off benefit and will not be converted to a cash payment in lieu of taking time, or at termination, except under the circumstances described in Paragraph V.B. of the Handbook.

## **B. Holidays**

McCormick Construction Company will be closed to regular business on all Company observed holidays.

Holiday pay will be paid, based on base pay for an eight (8) hour day, to all regular full-time employees except:

- a. commissioned personnel;
- b. independent contractors; and
- c. seasonal, temporary and probationary employees.

To receive holiday pay, an employee must work all scheduled workdays for the weeks before and after the holiday, except for pre-approved absences.

The Company traditionally observes the following holidays: (See each year posting for exact dates.)

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

Other holidays may be announced at McCormick Construction Company's sole discretion. A designated holiday falling on a Saturday will generally be observed on the preceding Friday, and a designated holiday falling on a Sunday will generally be observed on the following Monday.

Holiday pay will not be paid in addition to PTO pay or any other authorized leave of absence pay for the same day. However, if a holiday should fall within an approved PTO week, the employee will be recorded as having used four PTO days, instead of five.

If an employee desires time off to observe a holiday not listed above, such time off may be granted without pay or as PTO day, subject to business requirements. Employees should submit such requests to their supervisor at least one month in advance of the requested day off. McCormick Construction Company retains the right to grant or deny such requests at its sole and absolute discretion, though the Employer will attempt to accommodate them.

## **C. Leaves of Absence (Generally)**

Leaves of absence will only be granted to full-time employees. Except where required by law, part-time workers are not eligible for leaves of absence.

## **D. Personal Leave**

A supervisor may approve a personal unpaid leave of absence of up to seven (7) calendar days. Leaves of absence for personal reasons of over seven (7) calendar days must be approved by a Company officer. The supervisor shall review and act upon a request for leave of absence for personal reasons in consideration of a variety of factors, including:

- a. The purpose for which the leave is requested.

- b. The length of time the employee will be away.
- c. The effect the leave will have on the ability of the department to carry out its responsibilities.
- d. The employee's position and length of service.

McCormick Construction Company retains the right to grant or deny requests for personal unpaid leaves of absence at its sole and absolute discretion.

## **E. Parental and Sick or Injured Child Leave of Absence**

### **1. Parental Leave of Absence**

McCormick Construction Company offers a Parental Leave of Absence (PLA) to eligible employees for the birth or adoption of a child. Employees are eligible for up to six (6) weeks of PLA, if they have worked for McCormick Construction Company for an average number of hours per week equal to the full-time equivalent position in the employee's job classification as defined by the employer's personnel policies or practices. The length of PLA may be reduced by any period of paid parental or disability provided by the Company, so that the total leave does not exceed six weeks.

The leave may not begin more than six weeks after the birth or adoption, unless the child must remain in the hospital longer than the mother, in which case the leave may not begin more than six weeks after the child leaves the hospital.

The PLA is not paid by McCormick Construction Company. McCormick Construction Company will continue to make group health insurance coverage available to the employee while on leave of absence, but will not pay the costs of the insurance while the employee is on leave of absence.

An employee returning from a leave of absence longer than one month must notify a supervisor at least two weeks prior to returning from leave. Upon returning from PLA, the employee shall be restored to the same position held prior to the leave, or to a position with comparable duties, number of hours, and pay. The employee shall also be restored to the same rate of pay the employee had been receiving when the leave commenced, plus any automatic adjustments in the employee's pay scale that occurred during the leave. The employee shall also retain accrued pre-leave employment benefits.

### **2. Sick or Injured Child Care Leave**

An employee may use PPT benefits for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary.

An employee returning from Sick or Injured Child Care Leave shall return to employment in the employee's former position. Upon return from Sick or Injured Child Leaves, the employee shall be restored to the same rate of pay the employee had been receiving when the leave commenced, plus any automatic adjustments in the employee's pay scale that occurred during the leave. The employee shall also retain accrued pre-leave employment benefits.

## **F. Military Leave**

It is McCormick Construction Company's policy to afford reemployment rights for employees returning from military leaves of absence in appropriate circumstances. Such reemployment opportunities will be granted for regular employees to coincide with all National Defense Programs in the following manner:

- 1. Employees entering active military service for a single enlistment period will be granted a general military leave of absence. McCormick Construction Company will attempt to reinstate employees returning from military leave to their former jobs, or to an equivalent position, depending on the availability of such positions.
- 2. Employees who are members of a National Guard or Military Reserve unit may elect to treat summer training periods as PTO with pay in the amount of the employee's earned PTO allowance.

3. Employees who elect not to treat military training periods with a National Guard or Military Reserve unit as PTO will receive unpaid military leave.

#### **G. Funeral Leave**

Employees will be allowed one day of leave with pay, with up to two additional days unpaid leave granted in cases in which out-of-state travel is required in case of death in the immediate family. Employees should notify their supervisor immediately in the event of such an emergency.

McCormick Construction Company defines "immediate family" for these purposes to mean the employee's spouse, children, mother, father, brothers, sisters, father-in-law and mother-in-law. For absences to attend the funeral of a relative other than a member of the immediate family, a supervisor's approval will be required and any leave granted will be unpaid.

McCormick Construction Company calculates an employee's pay during the period a funeral leave based on the employee's base pay rate at the time of the absence, and will not include any special forms of compensation, such as incentives, commissions, bonuses or shift differentials.

McCormick Construction Company will generally approve employee requests for funeral leave, in the absence of unusual operating requirements. McCormick Construction Company reserves the right, however, to refuse to grant such leave at its sole and absolute discretion. An employee who is granted funeral leave may, with his or her supervisor's approval, also use any available paid leave for additional time off as necessary.

#### **H. Jury Duty Leave**

McCormick Construction Company encourages its employees to fulfill their civic responsibilities by serving jury duty when required. Regular full time employees may request paid jury duty leave. McCormick Construction Company makes up the difference between the juror reimbursement and the employee's wages for this period based on an eight (8) hour day to help alleviate any hardship upon its juror employees. McCormick Construction Company reserves the right to limit the time period of such reimbursement in cases in which trials exceed four (4) weeks in duration.

An employee requesting jury leave (paid or unpaid) must show the jury duty summons to his or her supervisor as soon as possible after he or she receives it, so that the supervisor may make arrangements to accommodate the employee's absence. Of course, the employee is expected to report for work whenever his or her court schedule permits.

Either McCormick Construction Company or the employee may request an excuse from jury duty if the employee's absence would create serious operational difficulties for McCormick Construction Company.

#### **I. Disability Leave**

Leaves of absence of a maximum of six (6) weeks will be granted to employees if they are unable to work for medical reasons certified by a physician and are not eligible for a Family and Medical Leave. The physician's statement should indicate a diagnosis, current treatment, prognosis, and expected length of time for the requested leave. Further documentation may be required by McCormick Construction Company or its insurer and further eligibility conditions may apply.

Employees who recover within six weeks' must notify the Company as soon as they are authorized by their doctor to return to work, and they will be expected to report to work immediately if an opening exists. Every effort will be made to provide the same job, or an equivalent job upon expiration of the leave. Failure to return to work at the expiration of a leave, after six (6) weeks, or upon notification that a position is available, will result in automatic termination of employment. Upon their return to work, employees must present to the Company their doctor's written release to work.

**J. Leave of Absence Time Limitations and Impact Upon Employee Benefits**

Time spent on an unpaid leave of absence of over 30 days, except time spent on a military leave of absence, will not be counted as time employed in determining an employee's length of employment, nor will benefits accrue or be paid or available during such time except where required by law. No leave shall exceed six (6) weeks in duration, no matter what the reasons or circumstances. Employees who remain away from work beyond the return date of an approved leave or beyond six (6) weeks will be automatically terminated from employment as of that date.

**K. Social Security, Unemployment and Workers Compensation Etc.**

McCormick Construction Company covers the full cost of unemployment compensation and workers' compensation insurance benefits for employees and covers a portion of the cost of social security benefits.

McCormick Construction Company's workers' compensation insurance program covers injuries or illnesses sustained in the course of employment, which require medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance under this program provides benefits after a short waiting period, or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on the job injury may appear, it is important that the injury be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible and is required for McCormick Construction Company's records and reporting requirements. Delay or failure to report an injury may jeopardize an employee's eligibility for workers' compensation benefits and may result in disciplinary action.

Neither McCormick Construction Company nor its insurance carrier will be liable for the payment of workers' compensation benefits for non-work related injuries or illnesses. Filing a claim for workers' compensation benefits for a non-occupational injury or illness or providing false information to McCormick Construction Company or other involved parties in connection with a workers' compensation, unemployment compensation, disability, or any other claim, will result in discipline, up to and including discharge, as well as denial of benefits and civil and/or criminal prosecution.

**L. Extension of Health and Life Insurance Coverage (COBRA)**

Employees and their dependents covered under McCormick Construction Company's group health may elect to continue their coverage upon certain "qualifying events", such as a reduction in hours resulting in ineligibility for benefits, termination of employment or dissolution of marriage. Employees who are covered under group insurance programs must notify the Human Resources Representative of changes in status, which could result in a change in eligibility for benefits. The Human Resources Representative will provide complete notice of the employee's or the dependent's right to continuation of coverage and the cost of such coverage. If you have any questions about continuation of coverage, please contact the Human Resources Representative.

**M. Benefits in General**

The Company may, on occasion, and at its sole discretion, add to, discontinue or modify any Company-funded benefit program, as well as the relative Employer and employee allocation of the costs of such programs, without prior notice.

## **McCORMICK CONSTRUCTION COMPANY HIRING POLICY**

McCORMICK CONSTRUCTION COMPANY is an equal opportunity employer and does not discriminate against applicants for employment or against employees on the basis of race, color, creed, sex, pregnancy, age, religion, ancestry, national origin, marital status, disability, including those related to pregnancy or childbirth, status with regard to public assistance, membership in a local commission, membership or non-membership in any labor organization, or any other characteristic protected under federal, state or local law. All employees are responsible for understanding, adhering to and strictly enforcing this policy.

McCORMICK CONSTRUCTION COMPANY reserves the right to evaluate all applicants' fitness for positions based on all relevant criteria, including minimum and/or maximum years of experience and education, appropriate wage or salary history for the position sought, willingness to perform all duties assigned, skill levels, attitudes, demeanor and all other criteria deemed relevant by the Employer, in the Employer's sole discretion.

McCORMICK CONSTRUCTION COMPANY reserves the right to assess prior work experience and skill levels, and to confirm applicants' work references, and driver's license for positions requiring driving, and will require applicants to authorize and hold McCormick Construction Company harmless with respect to any such inquiries of former employers.

McCORMICK CONSTRUCTION COMPANY requires that applicants and employees provide truthful responses to all employment related inquiries, both written and verbal, and reserves the right to reject any applicant and terminate any employee for providing false or misleading employment related information, or omitting relevant information, no matter when these violations are discovered.

McCORMICK CONSTRUCTION COMPANY has employment policies with which applicants and employees are required to comply.

McCORMICK CONSTRUCTION COMPANY requires that applicants and employees be available for regular and overtime work at any time during the week, be free of any competing or conflicting employment, or any other limitations, and be willing to work outside traditional trade jurisdictions.

McCORMICK CONSTRUCTION COMPANY requires that applicants present themselves in person at our office (or a specified project hiring office) or submit by mail a personally completed and signed original of the Employer's employment application form and will not accept photocopied, mail or third-party applications or unsolicited employment referrals from any source, except referrals from other employees, other construction firms or labor organizations with whom McCormick Construction Company has agreements.

McCORMICK CONSTRUCTION COMPANY requires that all applicants and employees be available for work at any location in which McCormick Construction Company may have construction projects underway, even though such sites may be distant from the applicants' or employees' place of residence or usual work locations.

McCORMICK CONSTRUCTION COMPANY will not consider applications from former employees who have left employment in other than good standing in the employer's judgment and reserves the right not to recall employees after lay-off or termination under the same conditions.

McCORMICK CONSTRUCTION COMPANY reserves the right to assign and reassign all applicants and employees to any and all duties within the sole discretion of the Employer and irrespective of the initial terms of employment or of applicants' or employees' experience, education, licensing, job title or description, prior trade or occupation or normal duties.

McCORMICK CONSTRUCTION COMPANY reserves the right to terminate employees without notice, cause or prior warning in its sole discretion, just as employees reserve the right to terminate their own employment without notice, cause or prior warning.

## EMPLOYEE ACKNOWLEDGEMENT FORM

Purpose of Handbook: I understand that this Policy Handbook describes important information about McCormick Construction Company (sometimes referred to as “the Employer” or “the Company” in this handbook). I have received a copy of the Handbook, and I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it. I understand that I should contact my supervisor regarding any questions which are not answered by the Handbook.

Changes to Handbook: Since the information, policies, and benefits described in this Handbook are necessarily subject to change at any time, I acknowledge that revisions to the Handbook may occur, except to the Employer’s policy of employment-at-will. I understand that the Employer will generally attempt to communicate any revisions, modifications or additions to this Handbook to its employees, but that these revisions, modifications and changes will be effective immediately upon adoption, with or without such notice and, accordingly, I will not rely on the continuation of any such information, policies or benefits. I acknowledge that only the Employer’s President can adopt any revisions to the policies in this Handbook.

At-Will Employment/Not a Contract: I furthermore acknowledge that I have entered into my employment relationship with the Employer voluntarily and acknowledge that the relationship is one of “at-will” employment. Accordingly, I understand that either I or the Employer may terminate the relationship at will for any reason, with or without cause or notice, at any time. I acknowledge that this Handbook is not intended to be a contract of employment nor is any part of it intended to be a promise or representation of any specific term or condition of employment, and that no agent of the Employer has made any offer or representation to me in connection with my employment which is contrary to the terms of this Acknowledgment and this Handbook.

Confidentiality/Non-Disclosure: During the course of my employment with the Employer, I understand that I may have access to and become familiar with certain confidential, proprietary or trade secret information, including, but not limited to sales, performance and/or production, data or projections, customer lists, financial records, estimates and promotional methods, and products and processes, which the Employer has or intends to develop, sell and/or use in course of its business. I understand that such information, documents, products and processes are the confidential, proprietary and/or trade secret information of the Employer, and I agree that I will not any time during or after my employment use or disclose such confidential, proprietary or trade secret information to any individual or organization that is not affiliated with the Employer, without the Employer’s express written authorization. I understand and expressly agree that in the event of a breach of this provision, the Employer shall be entitled, in addition to any other remedies, to an injunction from any competent court ordering me to cease and desist from any further unauthorized use or disclosures.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (Type or Print)

**EMPLOYEE COPY**