



Employee Handbook

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INTRODUCTION

Welcome! You have joined a dedicated organization. We hope that your employment with Great Falls Construction will be rewarding and challenging. We take pride in every team member and their contribution to our growing company. Our team members, which now include you, are all very committed and naturally motivated to offer their personal best to help each other in service to our clients, suppliers, vendors, sub-contractors, projects, etc.

This Employee Handbook contains information about Great Falls Construction's employment policies and procedures. The policies and procedures in this Handbook are guidelines only. Great Falls Construction reserves the right to interpret, modify, delete, or supplement the provisions of this Handbook at any time, with or without prior notice. Oral statements or representations cannot supplement, change, or modify the provisions in this Handbook.

Great Falls Construction complies with all federal and state employment laws, and this Handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the Handbook. Please understand that no employee handbook can address every situation in the workplace.

Please take time to read and become familiar with the information contained in this Handbook and sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this Handbook. Failure to comply with Great Falls Construction's policies or procedures may result in discipline, up to and including termination of employment.

The provisions in this Handbook nor any other communication by management representative or supervisor, whether oral or written, are intended to in any way create any contractual obligations with respect to any aspect of your employment. This Handbook does not constitute a contract. This Handbook supersedes all prior versions published or distributed by Great Falls Construction and all inconsistent oral or written statements.

We wish you success in your employment here at Great Falls Construction!

Ethics Code

Great Falls Construction will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation of honesty, fairness, respect, responsibility, integrity, trust, and sound business judgement. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices at all times, consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized to do so. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, etc.) about the Company and its operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to



confidential information).

Violation of the Code of Ethics can result in disciplinary action up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

Mission, Vision, and Values Statements

Our mission at Great Falls Construction is to offer exceptional customer service and experiences via the vehicle of construction services.

Our Vision of “*Constructing with a Purpose*” at Great Falls Construction is to approach all projects, processes, and relationships with intention. We are conscious of the purpose of each project we pursue and are considerate in the way we approach all situations. We are aware of the impact our projects have on the community and we ensure we can support everything we choose to do from the perspective of safety, integrity, and respect first. Great Falls embodies the belief that all things have a purpose, and that purpose is at the heart of everything we do.

Our Values.

Safety. Great Falls understands the safety of each individual to the highest extent is of utmost importance. Each project, jobsite, and task that any of our team members or trade partners perform is looked at from a perspective of safety, first and foremost.

Teamwork. Great Falls has a deep understanding that a collective and collaborative effort is integral to each process and inherent to the success of all tasks and projects.

Quality. The Great Falls standard is predicated upon meticulous craftsmanship while settling for nothing less than the highest quality.

Integrity. Great Falls is a team of self-starting and solution-oriented individuals who are guided by a strong moral compass and an inherent sense of honesty and accountability.

Kindness. Great Falls’ culture is one of natural empathy and of colleagues always seeking to understand.

Respect. Great Falls believes the foundation of all relationships begins and end with respect for oneself and all others.

Grit. Great Falls prides itself on having an experienced team that exemplifies perseverance and a bias towards action.



EMPLOYMENT PRACTICES

At-Will Employment

Your employment with Great Falls Construction is on an “at-will” basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this Handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only “for cause,” or any other guarantee of continued benefits or employment. Only the President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed.

If a written contract between the employee and the Company is inconsistent with this Handbook, the written contract is controlling.

Nothing in this Handbook shall be interpreted, applied, or enforced to interfere with or restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

Equal Employment Opportunity Policy

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at Great Falls Construction. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of race (including traits historically associated with race, include but are not limited to, hair texture, Afro hairstyles, and protective hairstyles such as braids, twists, and locks), color, religion, citizenship, sex, pregnancy (including childbirth, lactation, and related medical conditions), sexual orientation, transgender status, gender identity or expression, marital status, age, national origin, ancestry, physical or mental disability, genetic information (including testing and characteristics) or pre-disposition, familial status, veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, other compensation, benefits, termination and all other terms and conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and when warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

Employees’ questions or concerns should be referred to the Human Resources Department.



Anti-Harassment Policy

Great Falls Construction has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon any other protected characteristic. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Definitions of Sexual Harassment

- a. Unwelcome sexual harassment is a form of sex discrimination. Sexual harassment is unlawful under federal law and the Maine Human Rights Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature when:
 - (i) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - (ii) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - (iii) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual behaviors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes emails invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting and incident of possible sexual harassment to the Company or any government agency;
- Offering to provide favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties, or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching, assaults or blocking or impeding movements.

Great Falls Construction will not tolerate any form of sexual harassment.

Other Harassment

Other workplace harassment is conduct that insults or shows hostility or aversion towards an individual because of the individual's race (including traits historically associated with race, include but are not limited to, hair texture, Afro hairstyles, and protective hairstyles such as braids, twists, and locks), color, religion, citizenship, sex, pregnancy (including childbirth, lactation, and related medical conditions), sexual orientation, transgender status, gender identity or expression, marital status, age, national origin, ancestry, physical or mental disability, genetic information (including testing and characteristics) or pre-



disposition, familial status, veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

While it is not possible to list all the circumstance that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- Use of epithets, derogatory statements, slurs, derogatory comments, or jokes;
- Physical acts including assault or inappropriate physical contact;
- Displaying derogatory posters, cartoons, or drawings, or making derogatory gestures;
- Using or reposting derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.

Great Falls Construction does not tolerate any form of workplace harassment.

Individuals and Conduct Covered

This Anti-Harassment Policy applies to all employees and prohibits harassment, discrimination, and retaliation whether engaged in by a fellow employee, by a supervisor or manager, or by someone not directly connected to Great Falls Construction (e.g., an outside vendor, subcontractor, client or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Retaliation Is Prohibited

Great Falls Construction prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such report. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation into a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

COMPLAINT PROCEDURE

Reporting an Incident of Harassment, Discrimination or Retaliation

Great Falls Construction strongly urges the reporting of all incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to Great Falls Construction's policy or who have concerns about such matters should:

- Bring their complaints or concerns to their immediate supervisor OR any member of the Human Resources Department.
- If you are not comfortable bringing the concern to your supervisor, the conduct involves your supervisor, or if you are not satisfied with the response you have received, you should bring the matter directly to Human Resources or the Company President.
- Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of one of the other Great Falls Construction designated representatives identified above.



Important Notice to all Employees

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment, discrimination or retaliation. Therefore, Great Falls Construction strongly urges the prompt reporting of complaints or concerns, from involved parties and/or witnesses, so that rapid and constructive action can be taken.

Great Falls Construction will make every effort to stop alleged harassment, discrimination or retaliation but can only do so with the cooperation of its employees. The availability of this complaint procedure does not preclude individuals who believe that they are being subjected to harassment from promptly advising the offender that their behavior is unwelcome and requesting that it be discontinued.

The Investigation

- Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly, and impartially.
- The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.
- Confidentiality will be maintained throughout the investigation process to the extent possible consistent with an adequate investigation and appropriate corrective action.

Responsive Action

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include but is not limited to;

- Training;
- Referral to counseling;
- Re-assignment;
- Monitoring of the offender; and/or
- Disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as Great Falls Construction deems appropriate under the circumstances.

Individuals who have questions or concerns about these policies should talk with the Human Resources Department.

All employees receive training and written notice about harassment upon hire and receive written reminders about the policy every year. Supervisors and managers receive more training and information upon hire, with periodic reviews.

Finally, you should be aware that the Maine Human Rights Commission is the state agency charged with enforcing Maine's anti-discrimination laws and protects you against retaliation. You may contact the Maine Human Rights Commission with any discrimination, harassment or retaliation complaints at the following address and phone number:



Maine Human Rights Commission

51 State House Street
Augusta, Maine 04333
(207) 624-6290

Open Door Policy

To foster sound employee-employer relations through communication and reconciliation of work-related problems, Great Falls Construction strives to provide a professional, comfortable, productive, legal, and ethical work environment. To this end, we request that you to bring any problems, concerns, or grievances you have about the workplace to the attention of your immediate supervisor and, if necessary, to Human Resources or upper-level management. To help manage conflict resolution we have instituted the following problem-solving procedure(s).

In situations where employees feel there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, clients or any other persons or entities related to the Company, the following steps should be taken:

Bring your concerns to the attention of your immediate supervisor and/or the employee directly, at the time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor and/or employee. If you have already brought this matter to the attention of the supervisor before and believe you have not received a sufficient response within five working days from the time the complaint is discussed, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper-level management. Provide written documentation that describes the problem, those persons involved in the problem, efforts you have made to resolve the problem and any suggested solution you may have. The Company will attempt to resolve the complaint within a reasonable period of time while preserving the confidentiality and privacy of those involved to the extent feasible and required.

Internal Investigations, Workplace Privacy, and Right to Inspect

From time to time, Great Falls Construction may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations, if requested to do so.

Whenever necessary, at the Company's leadership's discretion, work areas (e.g., desks, file cabinets, tables, vehicles, computers, phones, tablets, machinery, etc.) and personal belongings on the premises (e.g., briefcases, handbags, etc.) are subject to search without notice to any employees, and without their presence.

The Company will generally try to obtain an employee's consent before conducting a search of work areas or personal belongings but may not always be able to do so. You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including those items kept in job site trailers and desks.



Reasonable Accommodation Policy

Great Falls Construction complies with all applicable federal, state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodations to otherwise qualified individuals that will allow the individual to perform the essential functions of the job, provided that such accommodation does not create an undue hardship on the Company.

If you require an accommodation because of a disability (even if you can perform the essential functions of the job with some difficulty), it is your responsibility to notify Human Resources and request a reasonable accommodation. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need accommodation.
- How the accommodation will help you perform the essential job functions of your job.

Upon receipt of an accommodation request, a member of the Human Resources Department and your supervisor will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential accommodations that Great Falls Construction might make to help overcome those limitations. In some instances, medical information or documentation may be necessary to allow the Company to evaluate an employee's request for reasonable accommodation.

Great Falls Construction requests that neither you nor your health care provider include any genetic information when responding to a request for medical information needed to evaluate your request for reasonable accommodation.

Great Falls Construction encourages you to suggest a specific reasonable accommodation that you believe would allow you to perform your job with success. Great Falls Construction is not required to provide the specific accommodation requested by the employee and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

All requests for reasonable accommodation will be reviewed and responded to within ten (10) business days of the Human Resources department receiving the request.

If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final unless circumstances change. Applicable law does not require Great Falls Construction to reallocate essential job functions or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.).



If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave provided by state and federal law.

Great Falls Construction will not discriminate or retaliate against employees for requesting a reasonable accommodation.

An employee or job applicant who has questions regarding this policy or believes that they have been discriminated against based on a disability should notify the Human Resources Department. All such inquiries or complaints will be treated as confidential to the extent possible.

Religious Accommodations

Great Falls Construction is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. An employee may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request and make a determination about a religious accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. The Company strives to make determinations on religious accommodation requests expeditiously and will inform the individual once a determination has been made.

If you require a religious accommodation, please speak with Human Resources.

Accommodations for Pregnant Employees

Great Falls Construction will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness Act (PWFA) and other applicable law.

Examples of potential reasonable accommodations include:

- Seating;
- Closer parking;
- Flexible hours for health-related requirements and/or appointments;
- Additional break time to use the bathroom, eat, and rest;
- Reasonable leave or time off to recover from childbirth;
- Limitations on strenuous activities; and
- Limitations on strenuous activities or those that involve exposure to compounds not safe for pregnancy.

If you require an accommodation please notify Human Resources. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions.



The Company will not require you to accept any accommodation without engaging in the interactive process to accurately understand your limitations and explore potential accommodations. The Company is not required to make your specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on the Company.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the Federal Family and Medical Leave Act and/or any other leave provided by state or federal law.

The Company will not retaliate against employees who request or receive an accommodation under this policy.

Accommodations for Nursing Parents

Great Falls Construction will provide nursing parents reasonable break time to express milk for their infant child for up to three years following the child's birth.

If you are nursing, the Company will provide you a clean room or other location, other than a restroom, to express milk. The room or location will be shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in Company refrigerators, refrigerators provided in the lactation room or other location. Please sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage should you prefer.

The break time must, if possible, run concurrently with any break time already provided. Clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law. You are encouraged to discuss the length and frequency of these breaks with Human Resources.

The Company will not discriminate or retaliate against employees who express milk in the workplace in accordance with this policy.

The Company is not required to provide the above benefits if doing so would impose an undue hardship on the Company.

Whistleblower Protection

Great Falls Construction will not discharge or discriminate against an employee because the employee reports in good faith, even if mistaken, any activity that they have reasonable cause to believe is unsafe, illegal or dishonest. The employee is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials and the Human Resources department are charged with these responsibilities.



If an employee has knowledge of or a concern of unsafe, illegal or dishonest fraudulent activity, the employee is to contact the Human Resources Department and/or the Company President.

The employee should exercise sound judgment in reporting to avoid baseless allegations. This is not intended to discourage employees from reporting concerns, but rather to emphasize that employees should have a good faith belief that they are reporting unsafe, illegal, dishonest, or fraudulent conduct. An employee who intentionally files a false report of wrongdoing will be subject to disciplinary action up to and including discharge.

Whenever possible and reasonable, the confidentiality of the employee will be maintained. However, identity may have to be disclosed to conduct a thorough investigation. The Company, and its employees and representatives, will not retaliate against an employee who makes a report pursuant to this policy. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action, for making such a report, such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any employee who believes they are being retaliated against must contact the Human Resources Department and/or the Company President immediately.

After receiving a report pursuant to this policy, the Human Resources Department and/or the Company President will promptly investigate the matter and, to the extent necessary, coordinate corrective action.

Conflict of Interest and Outside Employment

Great Falls Construction is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, liability, security, and morale. Employees are expected to devote their best efforts to the interests of the Company. Business dealings that create actual or potential conflicts between the interests of the employee and the Company are prohibited. The employee must disclose any possible conflicts so that the Company may assess and take steps to prevent, reduce or eliminate the conflict. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the Company's business dealings between the employee and a competitor, supplier, distributor, or contractor to the Company.

If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, they should immediately contact the Human Resources Department to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

A violation of this policy will result in immediate and appropriate disciplinary action up to and including immediate termination.

Outside Employment

Outside employment that creates conflicts of interest or that affects the quality of your work performance or availability at Great Falls Construction is prohibited. The Company recognizes that you



may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that may conflict with your duties and obligations to the Company should be reported to Human Resources.

From time to time, employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the Company must be given priority. Employees are hired and continue in employment with Great Falls Construction's with the understanding that Great Falls Construction is their primary employer and that other employment or commercial involvement, which is in conflict with the business interest of Great Falls Construction, is strictly prohibited.

Financial Interest in Other Business

An employee and their immediate family may not own or hold any significant interest in a supplier, customer or competitor of the Company, except where such ownership or interest consists of securities in a publicly owned company and that securities are regularly traded on the open market.

Reporting Potential Conflicts

An employee must promptly disclose actual or potential conflicts of interest, in writing, to the Human Resources Department and/or Company President.

Acceptance of Gifts

No employee may solicit gifts of significant value, lavish entertainment or other benefits from potential and actual customers, suppliers or competitors.

An employee may entertain potential or actual customers if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards and the public disclosure of facts will not embarrass or defame the Company. Any questions regarding this policy should be addressed to the Human Resources Department.

Employer Information and Property

The protection of Great Falls Construction business information, property and all other Company assets are vital to the interest and success of Great Falls Construction. All property of Great Falls Construction is non-transferrable outside of the Company and can only be used by employees for the purposes that the Company has authorized. Violation of this policy is a serious offense and will result in appropriate disciplinary action, up to and including discharge.

Work Product Ownership

All Great Falls Construction employees must be aware that the Company retains legal ownership of the work product produced in the course of their employment. No work product created while employed by Great Falls Construction can be claimed, construed, or presented as property of the individual, even after employment by Great Falls Construction has been terminated or the relevant project completed.



This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for Great Falls Construction, regardless of whether the intellectual property is actually used by Great Falls Construction.

Confidential Nature of Work

As a condition of employment, Great Falls Construction employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially sensitive information (i.e., financial or sales records/reports, marketing of business strategies/plans, product development, customer lists, customer information, etc.) related to the Company. Any work product an employee develops or accesses is subject to this policy. Confidential information should not be used for personal benefit, And employees must not disclose any confidential information, purposefully or inadvertently, in any form (including hard copy, electronic form, fax, conversation, or otherwise) to any unauthorized person inside or outside the Company. Employees who are unsure about the confidential nature of specific information should ask their supervisor for clarification. If you have information that leads you to suspect that employees are sharing such information in violation of the policy and/or competitors are obtaining such information, you are required to immediately inform your immediate supervisor or Human Resources.

Although it is acceptable for an employee to display and/or discuss a portion or the whole of certain work product as an example in certain situation (e.g., on a resume, in a freelancer's meeting with a prospective client), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a violation of confidentiality obligations. Freelancers and temporary employees must be particularly careful not to release any confidential information or trade secrets of Great Falls Construction.

Employees will be subject to appropriate disciplinary action, up to and including termination, and the violator may be subject to legal action, for violating this policy.

Please refer to the *Confidentiality and Nonsolicitation Agreement* in Exhibit A for more information.

Access to Personnel and Medical Records Files

Great Falls Construction maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.



All requests by an outside party for information contained in your personnel file will be directed to the Human Resources Department.

Former or Current Employee Reference Checks

All inquiries regarding a current or former Great Falls Construction employee must be referred to the Human Resources Department. Under no circumstances should any Great Falls Construction employee release any information about any current or former Great Falls Construction employee.

Should an employee receive a written or verbal request for a reference, they should refer the request to the Human Resources Department for processing. No Great Falls Construction employee may provide a verbal reference or issue a reference letter to any current or former employee without the permission of the Human Resources Department.

In response to an outside request for information regarding a current or former Great Falls Construction employee, the Human Resources Department will furnish or verify only an employee's name, dates of employment, job title and department. No other data or information regarding any current or former Great Falls Construction employee, or their employment with Great Falls Construction, will be furnished unless the Company is legally required to furnish the information or the employee authorized Great Falls Construction to furnish this information.



NEW EMPLOYEES

Employee Referral Initiative Program

Great Falls Construction is always looking for qualified employees and values recommendations made by existing employees. If you recommend someone who is hired on a full-time, permanent basis and who is still employed by the Company after 90 days, you are eligible to be paid a recruiting bonus. The current referral fee for a full-time employee is \$250. We may from time to time pay a higher recruiting bonus for particular positions. Referrals are determined by the employee name provided on a candidate's application for employment with Great Falls Construction. Employees must contact the Human Resources Department with any questions regarding referrals made and bonus payments.

Additionally, the Company reserves the right to eliminate this program or change the recruiting bonus amount at any time depending on business needs and existing market conditions.

Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Great Falls Construction.

Substance Use Testing Policy and Procedures

Great Falls Construction conducts pre-employment and probable cause substance use testing. This section contains information about the Company's testing policies and procedure.

Covered Establishment

Great Falls Construction
20 Mechanic Street
Gorham, ME 04038
207-839-2744

Substance Use Testing Policy Contact

Lindsay Nason
Human Resource Manager
207-839-2744
lnason@greatfallsinc.com

Locations Covered

20 Mechanic Street, Gorham, Maine

This policy complies with the Maine Substance Abuse Testing Law (26M.R.S.A Sec. 681-690) and the Maine Department of Labor Rules relating to Substance Abuse Testing (adopted October 27, 1989).



Applicants will be notified at the time of initial application that they may be tested for Substance Use and will be advised where they may review the policy and statute. Prior to testing, an applicant as defined in this policy shall be provided with a copy of the policy and statute.

All applicants and employees can review the Maine Substance Use Testing Law here:
<http://www.mainelegislature.org/legis/statutes/26/title26sec681.html>

Scope of Testing

Applicant Testing

An **applicant** is defined by this program and state law as any person seeking employment from an employer. For the purpose of this program, an applicant will not be any person separated from employment by this employer while receiving a mandated benefit from or on account of this employer, including but not limited to Workers' Compensation, Unemployment Compensation and Family Medical Leave and for a period of 30 days beyond the termination of the benefit, nor will an applicant be any person separated from employment by this employer while receiving a non-mandated benefit from or on account of this employer for a period of 30 days beyond the separation.

*Classifications or position titles to be tested: **All classifications and positions***

Substance tests will be administered only to those applicants who are in the above classification or position titles who have been offered employment with the Company or who have been offered a position by the Company on a roster of eligibility from which applicants shall be selected for employment.

Employment with Great Falls Construction is conditional upon passing the applicant drug screen. The Company has put notice of this on its Employment Offer Letter and in the employee handbook/employment policies.

Employee Testing

An **employee** is defined in state law as "a person who is permitted, required or directed by any employer to engage in any employment for consideration of direct gain or profit." For the purpose of this program, a person separated from employment while receiving a mandated benefit, including but not limited to Worker's Compensation, Unemployment Compensation and Family Medical Leave, is an employee for the period the person receives the benefit and for a minimum of 30 days beyond the termination of the benefit. A person separated from employment while receiving a non-mandated benefit is an employee for a minimum of 30 days beyond the separation.

*Classifications or position titles to be tested **All classifications and positions***

Use of Prescription Medications and/or Medical Marijuana in the Workplace

Manufacture, distribution, dispensation, possession, or use of any drug that is illegal under state or federal law, alcohol, or other controlled substance while on Company premises, including on job sites and in vehicles, is strictly prohibited.



While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Disability Accommodation policy for additional information.

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

Screening and Confirmation Tests

- All screening tests will be conducted using the *Enzyme Multiplied Immunoassay Test* (EMIT).
- All confirmation tests will be conducted using the *Gas Chromatography/Mass Spectrometry* (GC/MS) methodology.
- Applicants and employees will be tested for use of the indicated substances.
- All screening and confirmation levels must be at or above the levels listed in **Appendix A** of this policy

Specimen collection types to be used: Urine, breath alcohol

Substances to be tested for:

Amphetamine/Methamphetamine/MDMA
MDA/MDEA
Cocaine and/or metabolites
Marijuana and/or metabolites*
Opiates and/or metabolites
Phencyclidine
Barbiturates
Benzodiazepines
Methadone
Methaqualone
6-Acetylmorphine (heroin)
Alcohol

**Marijuana will only be tested for under probable cause testing.*

Employee Testing Types to be Conducted

Great Falls Construction conducts the following types of employee testing:

Probable Cause/Reasonable Suspicion – Probable cause means a reasonable ground for belief in the existence of facts that induce a person to believe an employee may be under the influence of an intoxicating substance, provided that the existence of probable cause may **NOT** be based exclusively on any of the following:



- a. Information received from an anonymous informant.
- b. Any information tending to indicate that an employee may have possessed or used a tested-for substance off duty, except when the employee is observed possessing or ingesting any tested-for substances either while on the premises or in the proximity of the employer premises during or immediately before the employee's working hours.
- c. One single work-related accident.

Classifications or position titles that may make a determination of probable cause: **All Classifications and positions.**

Probable Cause determination will be communicated to the employee in writing by Human Resources. The facts upon this determination will be provided to the employee prior to testing.

Transportation to and from the medical testing facility will be provided by Great Falls Construction. As determined on a case-by-case basis, the employee may be transported by another employee, taxi service, or other methods of transportation.

Consequences of Testing

1. Action to be taken for refusal to submit to a test
An **applicant** will not be hired.
An **employee** who refuses to submit to a drug screening test may be terminated.
2. Action to be taken while awaiting results of a test
An **applicant** will not be hired.
During the period between testing and the receipt of the test results, an **employee** may be suspended with full pay and benefits (*employee may be allowed to work while awaiting results or may have a change in assignment without a loss of pay or benefits*).
3. Action to be taken based on initial confirmed positive result.
An **applicant** will not be hired.
An **employee** will be offered an opportunity for up to six months of rehabilitation/treatment services
4. Action to be taken upon refusal of employee to use rehabilitation and/or treatment resources
Employee may be terminated
5. Procedures for returning employee to the previously held job or position after rehabilitation/treatment
Upon successfully completed rehabilitation/treatment as determined by the provider after consulting with the Company, the employee is entitled to return to his/her previously held job with full pay and benefits unless conditions unrelated to the employee's previous confirmed positive result make the employee's return impossible.



No reduction may be made in an employee's previous benefits or rate of pay while waiting reassignment to work or while working in a position other than the previous job.

The employee shall be reinstated to the previous position or another position with the equivalent rate of pay and benefits and with no loss of seniority within six months after returning to work in any capacity with the employer, unless the employee has received a subsequent confirmed-positive test result within that time, or unless conditions unrelated to the employee's previous confirmed positive test makes reinstatement or reassignment impossible.

6. Action to be taken based on any subsequent confirmed positive test results
Employee may be terminated

7. Action to be taken on employees voluntary admission
An employee who voluntarily admits a problem with substances of abuse may take advantage of the services offered through the Company's health insurance or the Employee Assistance Program (see Rehabilitation Service), if available. No adverse action will be taken against an employee simply because of such admission.

Testing Procedures

Sample Collection Facility

Concentra Medical Centers
85 Western Ave, South Portland, ME 04106
Telephone 207-774-7751

Method of Sample Collection

A. Procedure to segregate a portion of the sample at applicant's request:
At the request of the applicant/employee, at the time that test sample is taken, a portion of the sample collected, sealed, and labeled according to State regulations and these procedures, will be segregated for that applicant's/employee's own testing. This sample will be stored by the laboratory and the chain of custody shall be maintained as provided in this policy.

Within five days after notice of the test result is given to the tested person, the applicant/employee shall notify the employer and the facility of the testing laboratory selected for that person's own testing. The laboratory so selected must be licensed by the Maine Department of Human Services. The employer's laboratory shall promptly send the segregated portion of the specimen to the selected laboratory, subject to the same chain of custody and security requirements as observed for the employer's specimen.

The applicant/employee will be required to pay for the segregation of a second sample as well as the expense of said additional testing only if and when the applicant notifies the employer that the applicant/employee actually wishes the test to be made and the applicant notifies the employer of the choice of laboratory to which the second sample is to be sent.



B. Collection Procedure

The employer will not require an applicant/employee to remove any clothing for the purpose of collecting a urine sample, except that the employer will require that an applicant/employee leave any personal belongings other than clothing and any unnecessary coat, jackets, or similar outer garments outside the collection area.

No applicant/employee may be required to provide a urine sample while being observed, directly or indirectly, by another individual.

If the collector believes the applicant/employee to have substituted, adulterated, diluted or otherwise tampered with the sample, the specimen will be rejected, and the applicant/employee will be given an opportunity to provide a second specimen. For urine samples, the applicant/employee will remain under observation at the medical facility and may be given liquids until the second specimen is provided.

If the second specimen fails to meet any assessment standard, the applicant/employee is considered to have refused testing.

C. Employees election of a blood test (not applicable to applicants)

For an alcohol or marijuana test, the employee may request that a blood sample be taken for testing. The employee must make this request at the time a test sample is taken. If the employee requests a blood test, no other sample from the employee will be tested for alcohol or marijuana. However, the employee may be required to provide a urine sample for testing of other drugs.

D. Procedure to Collect Blood

Blood specimens (upon request by the employee for alcohol or marijuana) shall be collected in new vacuum-activated blood collection tubes, with such preservatives as may be specified by the testing laboratory, and shall be sealed with tamperproof seals, covering the cap and extending over the sides of the container.

Blood samples shall be taken by a licensed physician, registered physician's assistant, registered nurse, or a person in a position qualified to draw blood. Each specimen container shall be clearly and indelibly labeled with the date and time of collection and the name or other identifier associated with the employee from whom the specimen was obtained. Sealing and labeling shall occur under the observation of the employee being tested.

Storage of Sample

A. At collection point:

Samples will be collected in new, clean containers manufactured for the purpose of urine collection. Immediately after assessment, the container will be sealed with tamper-proof tape and labeled in the presence of the applicant; the seal will cover the cap and extend over the sides of the container. The label will contain the date and time of collection, and the identifying number of the applicant. All information on the label will be written clearly and with indelible ink. Samples will be transported or shipped promptly to the testing laboratory in a secure fashion, so as to prevent tampering. If shipment of transport is not feasible, the specimen shall be refrigerated within one hour, at less than 6C for no more than three days, or frozen at -20C or less, for no more than two weeks before shipment.



B. At Laboratory:

All positive specimens will be retained by the laboratory in the original containers in secure storage at freezing temperatures (-20C or less) for at least 12 months. Should legal challenge occur, the specimen will be retained throughout the period of the challenge and resolution.

Chain of Custody

A. Labeling and Packaging:

Immediately upon collection of each sample, a chain of custody record will be established for the sample, indicating the identity of each person having control over the sample, and the times and dates of all transfers or other actions pertaining to the sample.

B. Transport:

Samples will be picked up from the facility within 24 hours of collecting the sample and will be transported in a secure fashion so as to avoid tampering. Each person who take custody of the sample in the course of transport will record on the chain of custody log the date, time, transporter's name and employer's name, origin and destination of the sample.

C. At Lab:

When a sample arrives at the lab, the person receiving the sample shall record the time of receipt and the location of each sample in the lab's storage system. Any technician or other person who removes the sample from storage or opens the sample shall record the date, time, their name and purpose for removal or opening of the sample.

Identify Testing Laboratory

Quest Diagnostics
Kimberly Lynne Samano, Ph.D.
10101 Renner Blvd.
Lenexa, KS 66219
(913) 577-1517

Procedure for notifying the applicant/employee of the result:

The applicant/employee will be notified by personal telephone call and confirmed by mail unless the applicant/employee otherwise instructs. All laboratory reports, including the screening, confirmation and quality control data shall be reviewed and in the event of a confirmed positive, the applicant/employee will have an opportunity to speak with a healthcare professional in order to validate the reason for the positive result (i.e. a valid prescription) prior to the final report being sent to the employer. The final report will be sent to Human Resources.

The report will identify the name of the laboratory, the drugs and metabolites tested for, whether the test results were negative or confirmed positive and the cutoff levels for each substance. The report will include any available information concerning the margin of accuracy and precision of the test methods employed.



- A. Unless agreed upon by the applicant/employee, no report shall show the quantity of substance detected, but only the presence or absence of that substance relative to the cutoff level.
- B. No report will show that a substance was detected in a screening test, unless the presence of the substance was confirmed in the confirmatory test. Test results will be randomly delayed from two to five days so that the employer cannot gauge screening test results from the time results are reported. In addition, all testing will be billed to the employer at a single rate per sample tested (which may be periodically adjusted by the laboratory).
- C. No substance may be reported as present if the employer did not request analysis for that substance.
- D. Reports of samples segregated at the applicant's/employee's request for testing by the applicant's/employee's choice of laboratory, will be provided to the applicant/employee and the employer.

Unless the applicant/employee consents, all test results and any information acquired by the employer in the testing process is confidential and may not be released to anyone except the applicant/employee tested.

This requirement applies to the personnel of all laboratories involved and to the employer. However, this does not prevent the disclosure of results or information if:

- a. Release of information is required or permitted by state and federal law including release under 26 M.R.S.A. Sec. 683 (8) (D), or
 - b. The use of this information is part of any grievance procedure, administrative hearing or civil action relating to the imposition of the test or the use of test results. The results of any test may not be required, requested or suggested by the employer to be used in any criminal proceeding as provided by 26 M.R.S.A. Sec. 685 (3) (B).
- E. The laboratory shall retain records of confirmed positive results in a numerical or quantitative form for at least two years.

Procedure to Appeal

If the applicant chose to segregate a portion of their sample and elects to submit that sample to a laboratory of their choice, the results of the second test will be controlling. To appeal the results of a confirmed positive result in lieu of testing the segregated sample, the applicant/employee must fill out and sign the "Substance Abuse Test Appeal" form (See Exhibit B) submitting information explaining or contesting the results, within five (5) working days after notice of a confirmed positive test result.



The appeal process will be conducted without cost to the applicant/employee. The applicant/employee will then be scheduled to meet within 14 days with Human Resources who will review the appeal. The applicant/employee will explain the basis for the appeal and may be asked questions. After the meeting concludes, a written report of findings and conclusions will be prepared, and a copy sent to the applicant/employee.

Rehabilitation Services

1. Employee Assistance Program

The Employee Assistance Program, certified under the State's Department of Health and Human Services "Regulations for Employee Assistance Programs for Employers Operating in the State of Maine," provides a range of services to employees to address substance abuse. A copy of the DHHS approval, description of the program and explanation of how to obtain services is attached.

2. Procedure to Obtain Services

To take advantage of the Employee Assistance Program, an employee may directly call the Employee Assistance Program or may ask for a referral through the Company. The telephone number for the EAP program is **1-866-326-7172** and the website is resourcesforliving.com User: SGEAP Password: EAP

3. Description of method of payment for rehabilitation and/or treatment services (for first time positives only)

If an employee elects to use the services provided under the Company's Employee Assistance Program, the cost will be covered by the Company. If any employee elects to use another rehabilitation program, some of those costs may be covered by the employee's health insurance. To the extent that costs may not be covered by health insurance, the additional costs are divided equally between the Company and the employee. If necessary, the employer shall assist in financing the cost share of the employee through a payroll deduction plan.

4. Testing upon return to work after completion of rehabilitation/treatment

The employee may be required to submit to one subsequent substance test at any time between 90 days and one year from the date of the employee's prior test.



APPENDIX A - DRUG SCREENING AND CONFIRMATION LEVELS

<u>Substances</u>	<u>Urine</u> (ng/mL except in alcohol)	
	<i>Screen</i>	<i>Confirm</i>
6-Acetylmorphine (heroin)	Only if morphine >2000 ng/mL ¹	10 ng/mL
Alcohol ²	0.02 g/100mL	0.02 g/100mL
Amphetamine/ Methamphetamine MDMA	500 ng/mL	250 ng/mL
Barbiturates	300 ng/mL	300 ng/mL
Benzodiazepines	300 ng/mL	200 ng/mL
Cocaine and/or metabolites	300 ng/mL	150 ng/mL
Marijuana and/or metabolites ³	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	200 ng/mL
Methaqualone	300 ng/mL	200 ng/mL
Opiates and/or metabolites (codeine and morphine)	2000 ng/mL	2000 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
MDA	500 ng/mL	250 ng/mL
MDEA	N/A	250 ng/mL

¹ Only tested if morphine is present at a concentration of at least 2000 ng/mL.

² Alcohol blood test confirmation level: 0.02 g/100mL. **(employee request only)**

³ Marijuana and/or metabolites blood test confirmation level: 10 ng/mL. **(employee request only)**



Job Descriptions

Great Falls Construction strives to maintain a job description for each position. If you would like a current copy of your job description, you may request one from Human Resources.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description for the betterment of/immediate needs of business operations. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with Human Resources.

Initial Employment Period

Every new employee goes through an initial period of adjustment in order to learn about the Company and their job. During this time, the employee will have an opportunity to find out if they are suited to and enjoy their new position. Additionally, the initial employment period gives the employee's supervisor a reasonable period of time to evaluate the employee's performance and fit for their positions and within the Company. The initial employment period is six months.

During this time, the new employee will be provided with training and guidance from their supervisor. Consistent with Great Falls Construction's at-will employment policy, an employee may be discharged at any time during or after this period if their supervisor concludes that they are not progressing or performing satisfactorily, or if the supervisor determines, with Company leadership, that the employee is not the right fit for the position or the Company. Under appropriate circumstances and at the discretion of the employee's supervisor, the initial employment period may be extended.

At the end of the initial employment period, the employee and their supervisor, and/or the Company President or Human Resources, may discuss their performance and fit. Based upon the supervisor's, Human Resources', and/or the Company's President's recommendation at the end of the initial employment period, the employee will continue employment as an at-will employee. Completion of this initial employment does not change the at-will employment relationship or imply guaranteed or continued employment.

Employee Assistance Program

Great Falls Construction provides an Employee Assistance Program (EAP) to all eligible employees and their family members/dependents after the plan's defined waiting period. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. EAP services can be initiated by contacting the EAP service provider directly.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company.

In certain circumstances, you may be referred to the EAP by your supervisor or Human Resources due to job performance issues.



EAP services are available to eligible participants without charge. However, the cost of any treatment or rehabilitation services you are referred to outside of the EAP is the employee's responsibility if not covered by insurance.

Refer to the Employee Assistance Program Policy or contact Human Resources for more information.

Benefits

Great Falls Construction is committed to your overall health and well-being. Great Falls Construction offers benefits available to eligible employees. Eligibility is based on employment classification.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law. Employees should refer to the applicable plan documents, which govern the terms of all benefits, for more information regarding each benefit. Employees may contact Human Resources for plan documents, any required forms, and additional information including information regarding eligibility for each benefit.

1. 401(K) Plan

Full-time and part-time employees may participate in the Great Falls Construction 401(k) plan after completing any applicable waiting period as defined in the plan. Great Falls Construction contributes a Company match of up to 3%.

The Company will notify you if you are eligible to participate in the 401(k) plan. When you are eligible, you will be automatically enrolled after completing the applicable waiting period.

2. Health Insurance

Great Falls Construction offers group health insurance benefits to all eligible employees and their eligible dependents after the plan's defined waiting period. Health insurance benefits details can be obtained from the Human Resources Department.

Your health benefits are paid in whole or part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

If you become ineligible for health insurance due to a change in work hours or through a life event, or you leave employment with the Company, you may have the right to continue your insurance through COBRA. In such event the Company will provide you with information about your rights to continue your insurance coverage.

3. Dental and Vision Insurance

All regular full-time employees who have completed the company's vision and dental plan's defined waiting period at Great Falls Construction are eligible for the Company dental and vision plan.

4. Disability Benefits

Great Falls Construction offers employer-sponsored short-term disability insurance benefits to eligible employees, which after the plan's defined elimination period generally pays a weekly benefit if you cannot work because of a covered non-work-related illness or injury. The benefit replaces a portion of your weekly income, providing funds directly to you to help pay your bills and living expenses. Check your plan documents for details about benefit payments and



duration.

5. Life Insurance

Great Falls Construction provides life insurance to all eligible employees after the Company's Life Insurance plan's defined waiting period. You will be required to notify the benefits administrator of your intended beneficiary.

Your life insurance benefit is paid in whole or part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

6. Profit Sharing Plan

All eligible employees who have completed the company profit sharing plan's defined waiting period at Great Falls Construction are eligible to participate in the profit-sharing plan. After a specified period of employment, this plan provides you with a vested interest related to your length of employment. The Company contributes on your behalf to the plan.

7. Paid Time Off

Great Falls Construction provides employees with Paid Time Off (PTO). PTO may be used for vacation, sick time, or other personal matters. See the "Paid Time Off" section in this Handbook for more details.

8. COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Great Falls Construction employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include termination of employment, death of an employee, reduction in hours, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

All required enrollment documentation for benefits listed above must be submitted to Human Resources within the first 30 days of employment.

Great Falls Construction reserves the right to change providers or discontinue any and/or all benefits offered at any time throughout the year, to the extent permitted by law. Employees will be provided with sufficient notice of any such changes.

Updating Personnel Records

To keep necessary Company records up to date, it is extremely important that you notify the Human Resources Department of any updates to your information within 30 days of a change to any of the following:

- Name and/or marital status
- Address and/or telephone number
- # of eligible dependents
- W-4 deductions
- Person to contact in case of emergency



Educational Reimbursement

Great Falls Construction offers educational reimbursement benefits to encourage self-development by providing financial assistance for certain education related expenses. This benefit is intended to enrich the individual and or increase effectiveness in their current position.

The Educational Reimbursement Plan includes assistance with the cost of tuition and other expenses related to degree and/or non-degree courses, as well as expense reimbursement for Company-approved or licensing programs, including examinations required as part of those programs.

Employee Eligibility

The following criteria must be met in order to be eligible for reimbursement:

- The employee must be a regular full-time employee.
- An employee may take courses of instruction only during active employment (i.e., not on a leave of absence).
- The pursuit of further education must not adversely affect job performance and should be taken into consideration when a request is made.
- The education must be related to the employee's current job functions, as determined by the Company.
- The employee must submit to the Human Resources Department the plan of education and costs in writing 30 days prior to the educational course beginning.

The educational plan will reimburse costs of tuition and books. This policy does not include reimbursement for meals, lodging, transportation, tools or supplies.

Great Falls Construction reserves the right to make all final decisions regarding approval of any plan or request for reimbursement pursuant to this policy.

Reimbursement

Reimbursement will only be made upon receiving transcript of grade(s) and a receipt of all costs for course(s) completed. Great Falls Construction will not reimburse for any amounts previously reimbursed by scholarship, financial aid or any private or public programs.

Employees must earn a passing grade/score. Great Falls Construction will reimburse the employee within 45 days of receipt if all criteria above have been met.

Certification and Licensing

A certification or licensing program is a program which an employee obtains a professional license or certification as a result of passing a uniform examination.

The approval of expenses related to obtaining a certification or licensing is made by the Human Resources Department based on the eligibility described below:

- The employee must meet the eligibility criteria above.
- Certification or license must be related to the employee's current job functions, as determined by the Company.



- The employee must initially incur expenses related to completing the program to obtain the certification or license.
- The employee must show copy of their certification or license received as well as proof of payment before reimbursement can be approved.

Employees are encouraged to contact the Human Resources Department in advance of pursuing a certification or license to determine whether it would be reimbursable pursuant to this policy.

Training Seminars

Training seminars allow employees an opportunity to participate in training on a specific topic and to learn the skills they need to do an activity or particular job in their field of work.

We encourage and generally are supportive of these opportunities. If you are interested in attending a seminar, please contact Human Resources.



TIME KEEPING AND COMPENSATION

Employee Classifications

Employees of Great Falls Construction are classified as either exempt or nonexempt in accordance with applicable federal, state, and local law.

- **Exempt Employees.** Exempt employees are generally a fixed salary and are not entitled to overtime pay, as their salary is considered pay for all hours worked. Exempt employees' duties meet certain tests set forth by the Fair Labor Standards Act and state law.
- **Nonexempt Employees.** Nonexempt employees are generally paid on an hourly basis and are entitled to overtime pay.

The Company also assigns each employee to one of the following categories:

- **Regular Full-Time Employees**

An employee who is regularly scheduled to work at a minimum of 40 hours for Great Falls Construction each work week, except for approved time off. Full-time employees are eligible for most Company benefits.

- **Regular Part-Time Employees**

Part-time employees are classified as non-exempt and are regularly scheduled to work up to 39 hours per workweek.

- **Temporary/Seasonal Employees**

Temporary/seasonal employees are hired for temporary or project-specific basis, with either full- or part-time hours. Temporary/seasonal employees are not eligible for most Company benefits.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact the Human Resources Department.

Compensation Philosophy

Our mission and core values are the cornerstone of the work we do, and the reason Great Falls Construction has been so successful over the years. Our philosophy in compensation and in everything we do is to be transparent with employees regarding compensation. We provide competitive and sustainable total compensation packages, which are fair and equitable. We strive for a total compensation program for all team members that consistently matches the market. We understand that achieving this goal is a process rather than a destination. We continually work to provide staff with a total compensation package that allows them to concentrate fully and consistently engage in the important work we do.

Each staff member will have a clear understanding of their individual salary range within the role's salary range band and the rationale for why they are placed precisely where they are in that range. Great Falls Construction has developed and maintains a compensation plan that is reviewed annually for market changes and wage adjustments. Our goal is to fairly compensate each team member taking into consideration the external market conditions, internal equity, individual performance, change of role or responsibility, the annual cost of living expense and Great Falls Construction's big picture compensation



budget. While annual pay increases are not guaranteed, if it is warranted based on factors listed above and the budget allows, an adjustment will be made.

Time Sheets & Breaks

Great Falls Construction is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, all employees, exempt and nonexempt, are required to record daily all working time using the designated time keeping application. The time keeping application will track the time worked, job, task, and location for each punch executed by the employee.

Time records must be recorded as follows:

- The time you start work
- The time you begin your lunch break
- The time you end your lunch break
- The time you end your work.

An employee's location is not tracked by the time keeping system, after the "take break" function has been activated or when completely punched out of the system. Otherwise, Location services will resume upon punching back into the application.

Our attendance records are Company records, and care must be exercised in recording the hours worked, overtime hours, and absences. Each employee is responsible only for their own record-keeping. Employees must not clock or sign in or out for other employees. Once an employee clocks in on the time keeping application, work is to commence immediately. Failure to do so is considered falsification of timekeeping records.

If an employee forgets to record their work hours or breaks on the time keeping application, they must notify Human Resources immediately, utilizing the "notes" function, so the time may be accurately recorded and approved for payroll.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock you will be subject to disciplinary action, up to and including immediate termination. Immediately report to Human Resources any employee, supervisor, or manager who falsifies time entries or encourages or asks you to falsify your time entries or work off the clock.

Each employee is entitled to an uninterrupted 30-minute unpaid lunch break after six hours of continuous work, which must be taken before the last hour of the workday. A lunch extension of more than 30 minutes must be approved by the employee's supervisor within 3 days prior to the date of the requested lunch extension. Due to the nature of the work, not all requests can be approved.



Travel Time Pay

Some nonexempt positions within Great Falls Construction require travel. The Company pays nonexempt employees for travel time in accordance with federal and state law.

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time, even when the work site changes. Travel time between your home and primary worksite is not considered business travel.

However, in the event a non-exempt employee is directed to travel directly from the employee's residence (as identified on the employee's payroll records) to a job site where the average commute time exceeds forty-five (45) minutes one way, the employee will be paid for the excess travel time over forty-five (45) minutes for each one-way trip to and back home from the job site. The rate of pay for such excess travel time will be the applicable minimum wage unless otherwise agreed to in writing by the Company and employee. To the extent permitted by law, such excess travel time will not constitute "work time."

If the non-exempt employee is directed to travel to the Company shop or office first, to pick up tools, trailers, supplies or equipment, before proceeding to the job site, the Company will pay the employee's regular rate of pay for travel time to and/or from the job site and counted as hours worked. Proper planning should be utilized to limit going to the shop. The Company will not pay the travel time to and/or from the job site of an employee who travels to the Company shop for the purpose of sharing rides with another employee, unless the driver has been instructed to do so, by the Director of Operations, Human Resources, or the Company President.

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding to the nearest sixth minute.

Attendance, Punctuality and Dependability

Great Falls Construction depends heavily upon its employees for the success of the business; therefore, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job correctly, are essential at all times. As such, employees are expected at work on all scheduled workdays and during all scheduled work hours and to report to work on time and ready to perform the necessary functions of the job.

An employee must notify their supervisor and/or the Human Resources Department as far in advance as possible, but no later than one hour before their scheduled starting time when possible, if they expect to be late or absent. You may be required to provide documentation of any medical or other excuse for being absent or late when permitted by applicable law. An employee who fails to show up for work or fails to contact their immediate supervisor and/or the Human Resources Department with an acceptable reason for the absence for a period of three consecutive days will be considered to have abandoned their job and voluntarily resigned.



A careful record of absenteeism and lateness is kept by the Human Resources Department and becomes part of the employee's personnel record.

Attendance Policy and Performance Management

- After one unexcused absence or tardy arrival/departure, an employee may receive a warning.
- A second unexcused absence or tardy arrival/departure within 1 month may result in an additional warning and/or immediate termination.
- A third instance of unexcused tardiness and or/absenteeism in a 1-month period may be cause for dismissal.
- Great Falls Construction may issue additional disciplinary action as it deems appropriate depending on the situation, including in situations where an employee has repeated or chronic violations of the attendance policy. In addition, unexcused absenteeism and lateness may impact an employee's chances for advancement and may result in dismissal.

Payment of Wages

At Great Falls Construction the standard pay period is weekly for all employees. Pay dates are every Friday for the previous weekly payroll period. If the normal payday falls on a holiday, you will be paid on the preceding workday. Under no circumstances will the Company release any paychecks prior to the announced schedule.

Great Falls Construction requires our employees to enroll in direct deposit.

Except for extreme emergencies and Paid Time Off (PTO), no pay advances will be made. All requests for emergency situations must be made in writing to the Human Resources Department. The Human Resources Department will work with the owners of the Company to determine if an advance can be made. Due to the numerous variables when defining an "emergency situation," no guarantees will be made about the approval of a pay advance. No pay advances will be made to an employee within their first 90 days of employment with the Company.

Review your paycheck for accuracy. If you find an issue, report it to Human Resources immediately.

Overtime Pay

Non-exempt employees are eligible for overtime pay. All overtime must be approved in advance by the Director of Operations or Human Resources.

At certain times, Great Falls Construction may require you to work overtime. We will attempt to give you as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action up to and including termination.

Overtime pay for non-exempt employees is one and one-half times your regular rate of pay and is paid for any hours worked in excess of 40 hours in a workweek. Paid Time Off, holidays, or any leave of absence will not be considered hours worked for purposes of computing overtime.



Paycheck Deductions

Great Falls Construction is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, and any other deductions required under law or by court order (i.e., for wage garnishments). The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact Human Resources.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Please review your paycheck for errors each pay period and immediately report any discrepancies to Human Resources.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.



TIME OFF

Holidays

All full-time employees (including those in initial employment period) are eligible for seven paid holidays per year as follows:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People Day (which is observed the Friday after Thanksgiving)
- Thanksgiving
- Christmas

When a holiday falls on a weekend, it will be observed on either the preceding Friday or the following Monday as determined by the Company.

Paid Time Off

Time away from work to relax and pursue special interests is important to everyone. All employees are eligible for Paid Time Off (PTO). PTO may be used for vacation, sick time, or other personal matters. Employees will begin to accrue PTO starting on their first day of employment. Employees are eligible to use accrued PTO after 90 days of consecutive employment. Employees earn accrued PTO based on hours worked, not hours scheduled. Your PTO accrual and balance will be posted on your weekly paystub.

PTO is intended to comply with Maine’s Earned Paid Leave law.

Definition of Accrued PTO Eligibility:

Employment Time	PTO Annual Accrual and Accrual Rate	Carryover Allowed (Bank)
0-2 years	1 week (.0250 accrued hourly)	2 weeks
2-7 years	2 weeks (.03846 accrued hourly)	4 weeks
7+ years	Open PTO*	See <i>Open PTO Section</i>

*“Weeks” are calculated based on a 40-hour workweek.

Unused PTO is calculated according to this formula:

PAID TIME OFF ACCRUED – PAID TIME OFF TAKEN = UNUSED PAID TIME OFF (subject to the carryover allowance noted in the chart above)

Leave Usage and Requests for Leave

PTO can be taken for any reason. If the need for time off is foreseeable, you must provide two weeks’ notice to your supervisor and Human Resources approval, and only if the employee has worked enough hours to accrue the time to cover the time requested. Based upon business needs, Great Falls Construction will attempt to grant an employee the PTO dates the employee requests. When multiple employees request the same time off, their length of employment, seniority, etc., may determine priority in scheduling PTO times so that business operations are not negatively affected.



When it is not reasonable to provide the outlined advance notice, (i.e., illness, injury, or to care for a family member) employees must contact their supervisor and the Human Resource Department as soon as possible regarding the need to use PTO. Under these circumstances, if the employee does not have enough PTO available to cover the missed shift(s), the employee can request, through the Human Resources Department, to take unpaid time off. Unpaid time off will be approved on a case-by-case basis, in accordance with applicable law.

When using PTO, exempt and non-exempt employees may not exceed forty (40) hours of time (work hours plus PTO) for the week PTO was used. For example; an employee works thirty-six (36) hours between Monday and Thursday, with a scheduled PTO day on Friday. Four (4) hours of PTO will be taken from their bank to bring their time to forty (40) hours for the week. No overtime will be paid for time off. Your PTO can be used in decimal increments to bring you to forty (40) hours for the week.

When a Company holiday falls during a scheduled PTO period, eight (8) hours for the holiday will not be subtracted from the employee's PTO bank.

Carryover

Unused PTO will carry over at the end of the calendar year; however, you cannot exceed double your allotted annual PTO. For example: an employee is allotted forty (40) hours within the calendar year (52 weeks). At the end of the year, they are only allowed to carryover eighty (80) hours or less into the New Year. Any employees who have reached their maximum carryover allowed will stop accruing PTO until they use it.

During a Leave of Absence

The Company may require you to use any unused PTO during a leave of absence, where permissible under local, state, and federal law. See the applicable leave policy for details on required use of PTO.

You will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

Separation of Employment

Employees will be paid their accrued but unused PTO upon termination, except that employees who are terminated for misconduct, gross negligence or other cause, as determined by the Company, will not be paid accrued but unused PTO on termination.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Open PTO*

Employees that have been with the Company full-time for seven (7) or more consecutive years are eligible for Open PTO. This means an employee is able to request time off, as needed, with the understanding that all position-specific tasks are completed and/or covered, without interruption of services or hardship to the business.



PTO is designed for short-term absences and time away from work (generally up to two weeks). Requests for PTO that exceed more than one (1) consecutive week must be approved by the Human Resources Department and/or Company President. Requests for Open PTO in excess of one consecutive week will be approved only once during each rolling twelve (12) month period.

An employee's ability to take time off under this policy is not a form of additional compensation for work performed but rather the Company's effort to provide a flexible work schedule. No amount of PTO is accrued or earned under this policy. Accordingly, there is no carry over of Open PTO or payout of Open PTO on termination.

Bereavement Leave

In the unfortunate event of a death in the immediate family, a leave of absence of up to 5 days without pay will be granted. Employees may substitute PTO for unpaid time off under this policy. These five days are to be taken within a reasonable time of the day of the death or day of the funeral.

For the purpose of this policy, immediate family is defined as:

- Spouse
- Child (foster child and step child)
- Parents (including in-laws), step-parents
- Siblings, step-siblings
- Grandparents
- Grandchildren
- Aunt/Uncle

Employees should make Human Resources and their supervisor aware of their situation and provide notice of their need for Bereavement Leave as far in advance as possible. Upon returning to work, the employee must ensure their absence is recorded as a Bereavement Leave within the time keeping application. Documentation of proof of death and relationship to the deceased may be required.

Time Off to Vote

If your work schedule prevents you from voting on Election Day, Great Falls will allow you reasonable unpaid time off to vote. The time when you can go to vote will be at the discretion of your supervisor and Human Resources, consistent with legal requirements.

Employees must find out when their local polls are open and request a schedule change if needed, in accordance with this policy, to ensure that they will have the opportunity to vote.

Jury Duty

Great Falls Construction encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify Human Resources as soon as possible to make scheduling arrangements.

A leave of absence for jury duty will be granted to any full-time or part-time employee who has been summoned to serve. During this leave, non-exempt employees will not be compensated for the time



spent on jury duty but may use PTO during jury duty. An employee on jury duty is expected to report to work any day the employee is excused from jury duty.

Upon the employee's return, the employee must notify Human Resources and their supervisor and submit a signed Certificate of Jury Service indicating the number of days served.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.



TYPES OF LEAVE

Family and Medical Leave (FMLA)

Under the Family and Medical Leave Act, an eligible employee can take up to 12 weeks of unpaid, job-protected leave in a 12-month period. To be eligible, an employee must meet the following three criteria:

- Have worked for the Company for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave; and
- Work at a location where the Company has at least 50 employees within 75 miles of the employee's worksite.

Eligible employees can take leave for the following reasons:

- The birth of child or placement of a child with the employee for adoption or foster care;
- To bond with the employee's child (leave must be taken within one year of children's birth or placement);
- To care for the employee's child, spouse or parent who has a qualifying serious health condition, including incapacity due to pregnancy and prenatal care;
- For the employee's own serious health condition that makes the employee unable to perform the essential functions of their job, including incapacity due to pregnancy and prenatal care; or
- For qualifying exigencies arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reasons during the single 12-month period.

The 12-month period, for purposes of this policy, is a rolling 12-month period beginning on the date the employee first takes FMLA leave.

Process for Requesting FMLA

- Employees who believe they need to apply for FMLA leave must contact the Human Resources Department.
- Employees must give 30 days' advance notice of the need for FMLA leave when the need for leave is foreseeable. If it is not possible to give 30 days' notice, an employee must notify Human Resources as soon as possible.
- In some instances, medical information may be necessary to allow the Company to evaluate an employee's request for FMLA leave.
- Great Falls Construction will inform the employee whether the requested FMLA leave is approved.



- If the FMLA leave request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

Using Leave

When it is medically necessary or the Company otherwise approves, employees may take leave intermittently or as a reduced schedule. Employees taking intermittent leave should attempt to schedule it such that it causes limited disruption to business operations.

Employees on FMLA leave may be required to report periodically to the Company regarding their status and intent to return to work.

Birth and Adoption

Leave due to the birth or placement of a child in your home for adoption must be taken in one continuous segment of up to 12 weeks and must be taken within 12 months of the birth or placement of the child unless otherwise agreed to between Great Falls Construction and the employee.

Using PTO During FMLA Leave

Employee may choose to use accrued PTO during family and medical leave. Use of PTO will run concurrently with FMLA leave and will not increase the amount of FMLA leave you are entitled to. If an employee uses accrued paid leave during FMLA leave, they must comply with the Company's PTO policy.

Concurrent Leave

When permitted by applicable law, FMLA leave runs concurrently with paid leaves of absence, such as those taken in conjunction with a short-term disability or workers' compensation, or when the employee uses available PTO during the leave. FMLA leave also runs concurrently with other unpaid leaves to the extent permitted by law.

Medical Certification for FMLA Leave

The Company may require a certification from a healthcare provider, and periodic recertification, supporting the need for leave. If certification is requested, the employee will have 15 days to provide it. If the Company determines that the certification is incomplete, we will provide a written notice indicating what additional information is required. Employees must contact Human Resources to receive the appropriate documentation and forms.

Employees must provide enough information so that the Company can determine if the leave qualifies for FMLA protection. You may be denied leave if you do not provide satisfactory certification. Great Falls Construction may also require, at our expense, a second or third opinion regarding certification of a serious health condition.

If we become aware that an employee's need for leave is for a reason that may qualify under the FMLA, we will notify the employee if they are eligible for FMLA leave and, if eligible, provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, we will provide a reason for ineligibility. The Company will notify employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Benefits during FMLA Leave



Taking FMLA leave will not cause you to lose any employment benefits accrued prior to the first day of leave. The leave period will be treated as continued service for the purposes of determining vesting and eligibility to participate in any retirement plan in effect. However, employees on FMLA leave normally will not accrue any other additional benefits during the leave period.

Great Falls Construction will maintain your health insurance coverage while you are on leave, although you may be required to pay your portion of the medical insurance premium cost, if any. Failure to pay the employee portion of the health insurance premiums in advance (or on the schedule established by the payroll department) may result in the termination of coverage. If eligible, the employee will receive notification of continuation of benefits.

If you do not return to work after the leave, you may be asked to reimburse the Company for the cost of maintaining insurance coverage during the leave. The Company will not seek reimbursement if the failure to return is due to continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member that would otherwise qualify for FMLA leave, or other circumstances beyond the employee's control.

Outside Employment during FMLA Leave

You may not work for outside employers or through self-employment, while on FMLA leave with Great Falls Construction, without prior approval of the Human Resources Department and the Company President.

Returning to Work from FMLA Leave

If your leave is due to your own medical condition, you are required to provide medical certification that you are able to resume work before returning. Both you and your health care provider must complete a Return-to-Work Medical Certification. This document can be requested through the Human Resources Department.

Upon returning to work after a FMLA leave, you are entitled to be restored to your former position or to an equivalent position with the same employment benefits and pay, if possible. If you do not return to work at the end of the leave and do not notify Great Falls Construction of your status, you will be considered to have voluntarily resigned.

The Company will not interfere with an employee's FMLA rights or retaliate against them for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Employees who believe they have not received the benefits to which they are entitled under FMLA are strongly encouraged to speak to another member of management or Human Resources for clarification or resolution.

Leave for Victims of Domestic/Sexual Violence

Great Falls Construction will accommodate victims of domestic/sexual violence when the effects necessitate planned or unplanned absence(s) from work. Domestic violence traumatically affects the



lives of the victims, which may be employees with whom we work every day. Great Falls Construction does not support or condone any violence of any type toward another individual in or outside the workplace.

If you or one of your family members is the victim of domestic violence, assault, sexual assault, or stalking, or any other act that would constitute a sexual assault under applicable criminal laws or support an order for protection from abuse under applicable domestic relations law, Great Falls Construction will grant reasonable and necessary leave from work for an employee to:

- Prepare for and attend court proceedings;
- Receive medical treatment or attend to medical treatment for a victim who is your child, parent, or spouse; and/or
- Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault, or stalking.

To obtain leave under this policy, the employee's request must satisfy the following:

- Great Falls Construction must not sustain undue hardship from the employee's absence;
- The request for leave must be communicated to the employer within a reasonable notice under the circumstances, with periodic updates from the employee on leave status; and
- The requested leave cannot be impractical, unreasonable or unnecessary based on the facts made known to Great Falls Construction

You may be required to provide reasonable documentation of the family relationship, which may include a statement attesting to the relationship, a birth certificate, a court document, or similar documents.

Leave under this policy is unpaid. Employees may choose to use their accrued PTO during the leave prior to taking unpaid leave.

Any supervisor, manager, or other affiliate who retaliates against or brings retribution against an employee who exercises their rights under this policy will be subject to disciplinary action up to and including termination of employment.

Veteran Leave for Medical Appointments

Great Falls Construction employees who are veterans may take unpaid leave to attend scheduled appointments at a medical facility operated by the U.S. Department of Veteran Affairs (VA). A veteran includes a person who has served on active duty in the U.S. Armed Forces, Armed Forces Reserves, or the National Guard of any state, and was discharged or released with an honorable discharge.

Provide as much notice as reasonably possible of your need for leave. The Company may require you to provide verification of your appointment.

The Company will not retaliate against employees who request or take leave in accordance with this policy.



Military Leave (USERRA)

Great Falls Construction complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law.

Compensation on Military Leave

Military Leave is unpaid, but employees on Military Leave may substitute their accrued PTO for unpaid leave. When returning from military leave of absence, you will be reinstated to your previous or a similar position, in accordance with state and federal law. You must notify Human Resources of your intent to return to employment based on the requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

Process to Request Military Leave

- Upon receipt of orders for active or reserve duty, an employee should notify their acting supervisor, as well as Human Resources, as soon as possible.
- Employees must submit a copy of the military orders to the Human Resources Department (unless they are unable to do so because of military necessity or it is otherwise impossible or unreasonable).

Leave for Military Training and Other Related Obligations (e.g., Guards, Reservists, drill weekends, training weeks, and fitness for service examinations)

Employees will also be granted time off for military training and other related obligations, such as for an examination to determine fitness to perform service.

Employees should advise their supervisor and Human Resources Department of their training/drill schedule and/or other related obligations as far in advance as possible.

Return from Military Leave

Notice Required

Upon return from military service, an employee must provide notice of re-employment in accordance with the following schedule:

- I. An employee who served for less than 31 days or who reported for a fitness to serve examination must report to work at the beginning of the first full regularly scheduled work period that starts at least eight hours after the employee has returned from the location of service.
- II. An employee who served for more than 30 days, but less than 181 days, must apply for re-employment no later than 14 days after completing the period of service.
- III. An employee who served for more than 180 days must apply for re-employment no later than 90 days after the completion of the uniformed service.
- IV. An employee who has been hospitalized or is recovering from a service-connected injury or illness incurred must report to the Human Resources Department (if the service was less than 31



days), or submit a notice for re-employment (if the service was greater than 30 days), at the end of the necessary recovery period (which may not exceed two years).

If an employee is unable to comply with this reporting schedule through no fault of their own or if they are injured or recovering from an injury and need an accommodation for specific circumstances beyond their control, they should speak with the Human Resources Department as soon as possible to determine if they are eligible for a reasonable accommodation or additional time to apply for reemployment.

Required Documentation for Return from Military Leave

Employees may be required to submit documentation reflecting the date on which their military service concluded.

Continuation Benefits during Military Leave

During military leave, all benefits provided under an employee benefit plan are governed by the terms and conditions of the applicable employee benefit plan documents in accordance with applicable law. For all other non-seniority benefits, an employee on military leave will receive the same rights and benefits as employees on an unpaid leave of absence.

Notice of Leave

If your need for leave is foreseeable, you must give 30 days prior notice of the need for leave, if possible. If 30 days' notice is not possible because of military necessity or for other reasons, you should give as much advance notice to

Misrepresenting Reasons for Leave

If you intentionally misrepresent the reason for requesting military leave, you may be terminated effective immediately.

Family Military Leave

Great Falls Construction will provide eligible employees up to 15 total days of unpaid family military leave per deployment of a family member. *Family member* means a child, spouse, or domestic partner who is a resident of Maine and is ordered to active duty by the Governor or President of the United States for a period of 180 days or longer to a duty assignment that is in a combat theater or an area where armed conflict is taking place.

Eligibility

To be eligible for leave you must have been employed by the Company for at least 12 months and have worked for at least 1,250 hours during the 12-month period immediately preceding the leave.

When Leave May Be Taken

You may only take leave:

- In the 15 days immediately prior to deployment;
- During deployment, if the family member is granted leave; or
- During the 15 days immediately following deployment.

Notice



For leave lasting five or more consecutive workdays, you must provide at least 14 days' notice of the intended date upon which the leave will begin. If leave is for fewer than five days, you must provide as much advance notice as is practicable and work with Human Resources to schedule leave in a manner that will not unduly disrupt Company operations.

Certification

The Company may require verification (i.e., copy of military orders) that you are eligible for leave under this policy.

Benefits

Leave under this policy is unpaid, but employees may use accrued PTO to cover the time off.

Interaction with FMLA

Where applicable, leave under this policy will run concurrently with the FMLA's qualifying exigency leave and other leaves the employee may be entitled to.

Reinstatement

Upon return from leave, you will be restored to your prior position or to a comparable position with equivalent pay, benefits, seniority and other terms and conditions of employment. Exceptions may apply if you cannot be reinstated for reasons unrelated to the exercise of rights under this policy.

Personal Leave of Absence

Should a situation arise that temporarily prevents an employee from working and the employee is not eligible for time off pursuant to another policy or under state or federal law, they may be eligible for a personal leave of absence, without pay. However, employees must be employed for at least twelve months prior to the requested leave.

Any request for a leave of absence without pay must be submitted in writing as far in advance as possible and it will be reviewed on a case-by-case basis by the Human Resources Department and Company President. The decision to approve or disapprove a request for unpaid leave will be based on the employee's individual circumstances, including, but not limited to, the employee's length of service with the Company, the length of time requested off, the employee's job performance, the reasons for the leave, and the effect the employee's absence will have on the work in the department.

Length of Service

The length of a leave of absence will, in most circumstances, be tied to the employee's length of service with the Company. The Company will consider granting an unpaid leave of absence of up to one (1) month for each year of service with the Company, to be capped at three (3) months. At no time will the Company grant a leave of absence for more than three (3) months.

Continuing Benefit Plan Coverage

Your health insurance coverage benefits will be continued at the same level and under the same conditions as prior to the leave, no longer than three (3) months. You are responsible for payment of your portion of the insurance premium while on personal leave.



Unemployment insurance benefits cannot be collected while on a leave of absence without pay unless otherwise permitted by applicable law.

Salary Action

Any planned salary increases for an employee returning from an unpaid leave of absence without pay will be deferred by the length of the leave.

Paid Time Off (PTO) on an Unpaid Leave

Employees must use all available PTO before taking unpaid time off pursuant to this policy, except that employees with Open PTO generally may not use Open PTO during a Personal Leave of Absence.

Performance Appraisal during an Unpaid Leave

The normal performance appraisal date of an employee, on an unpaid leave of absence without pay, will be extended by the length of the leave.

Returning/Not Returning from Leave

Due to the nature of our business, Great Falls Construction cannot guarantee either that an employee's job will remain available or that a comparable position will exist when returning from an unpaid leave, that is not protected by FMLA or other law providing job-protected leave. When an employee is ready to return from a leave of absence without pay, Great Falls Construction will attempt to reinstate the employee to their former position or to one with similar responsibilities.

If the employee's position or a similar position is not available, the Company will search for a suitable position for 30 days from the date the unpaid leave was to officially end. The employee will not be paid for this time. If the employee has not been placed by the end of this period, they may be terminated.

An employee who returns to work following an unpaid leave will be considered as having continuous service. If an employee does not return from an unpaid leave of absence without pay, they will be considered to have voluntarily resigned as of the date of the last day of the authorized leave period or the date the employee notifies the Human Resources Department that they are not returning, whichever is sooner. Such employees may be considered for re-employment.



PERFORMANCE MANAGEMENT

All employees are expected to meet Great Falls Construction's standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general commitment to and compliance with the Company's policies and procedures. If an employee does not meet these standards, the Company may, under appropriate circumstances, take corrective action.

The intent of corrective action is to formally document performance issues while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general commitment to and compliance with the Company's policies and procedures and/or other disciplinary problems.

Performance Evaluation Program

Great Falls Construction will make efforts to periodically review your work performance. The performance review process will take place biannually or as business needs dictate. This is important to attract and retain a highly qualified and competent workforce.

The performance review process is a means for increasing the quality and value of employee's work performance. An employee's initiative, effort, attitude, job knowledge, and other factors will be discussed..

Once an employee has successfully completed their initial employment period, the employee may expect to receive a performance reviews annually, scheduled by Human Resources. If an employee's job responsibilities change substantially at any time after the performance review , additional reviews may be performed before the next regularly scheduled review. A performance review may occur at anytime by the employer or as requested by the employee.

Please refer to the *Performance Management System Philosophy* in Exhibit C for more information.

Disciplinary Process

Great Falls Construction's disciplinary process aims to support employees to ensure their success through providing corrective actions to comply with applicable company policies and procedures.

Violation of Great Falls Construction policies or procedures may result in disciplinary action including but not limited to a written or verbal warning, demotion, transfer, suspension/leave without pay, or termination of employment. The Company reserves the right to apply any corrective action, in any order, that it deems appropriate based on the issues and the history involved in each individual case.

If a performance issue arises, the supervisor, Human Resources Department, or Company President will discuss the performance or conduct issues with the employee at the earliest possible time, making clear what the performance issue is, the corrective action the employee can take to resolve the concern, and



any corrective action or discipline the employee will be subject to. In appropriate circumstances, the supervisor or Human Resources and/or Management may first provide the employee with a verbal warning, then with one or more written warnings. These conversations will be documented in a written document, which will be placed in the employee's file in the Human Resources Department.

If the employee fails to take the necessary corrective action, and/or the concern persists, Human Resources and/or the supervisor will discuss the problem and present a written warning to the employee. This interaction and documentation will clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should acknowledge receipt of the warning and include any additional comments of their own before signing it. A record of the discussion and the employee's comments will be placed in the employee's file in the Human Resources Department.

Employees who have had written warnings are not generally eligible for salary increases, bonus awards, promotions or transfers during the identified warning period.

Conflict Resolution

Great Falls Construction strives to provide a professional, comfortable, productive, legal, and ethical work environment that promotes an atmosphere where employees can talk freely with members of management. You are encouraged to openly discuss any problems, conflicts, or grievances you have at the workplace to the attention of your supervisor and, if necessary, to Human Resources or upper level management, so appropriate action may be taken. Great Falls Construction is interested in all of our employees' success and happiness with us.

To help manage conflict resolution we have instituted the following problem solving procedure: If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have already brought this matter to the attention of your supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper-level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

Criminal Activity/Arrests

Great Falls Construction will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.



ON THE JOB

Code of Conduct

Great Falls Construction wishes to create a work environment that promotes professionalism, job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share the responsibility of improving the quality of our work environment. By deciding to work here, each employee commits to conduct themselves accordingly.

While it is impossible to list everything that could be considered proper conduct in the workplace, what is outlined here is a non-exhaustive list of examples of conduct. Violating the Code of Conduct could result in disciplinary, up to and including termination.

Examples of appropriate conduct include but are not limited to:

- Proper care and respect of Company property, Company records or confidential information
- Accurate reporting of hours worked by you or any other employees
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors
- Promptly report any accidents on Company property or on a Company jobsite
- Full engagement, understanding, and personal adherence to all safety rules and regulations
- Minimal tardiness or unexcused absences
- High degree of professionalism to all Company clients, Company vendors, other Company employees, or community members
- Follow directions and perform work assigned, and comply with written or verbal instructions of a manager or supervisor
- Comply with the Company's EEO or anti-discrimination and anti-harassment policies with respect to any employee, vendor, or customer
- Comply with all Company policy and procedure set forth in this Handbook

Examples of inappropriate conducts include but are not limited to:

- Violence, or threats of violence, of any kind towards any persons on Company property, or when working on behalf of Great Falls Construction
- Possessing, using, distributing, selling, or negotiating the sale of alcohol or illegal drugs or other controlled substances during work hours on Company property (including in Company vehicles) or on Company business
- Reporting for work or working while impaired by alcohol, medication, or illegal drug or substance
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records



- Possession of potentially hazardous or dangerous property, such as firearms, weapons, chemicals, etc., on Company property, jobsites, in Company vehicles when not permitted by law such as on school, government property and other project rules or prior Company authorization

This is not an exhaustive list. Employees who fail to maintain proper standards of conduct toward their work, their co-workers or the Company's customers, or who violate any of the Company's policies are subject to appropriate disciplinary action. All instances of misconduct should be referred to the Human Resources Department immediately.

Appearance and Dress Code

As Company ambassadors, employees are expected to look presentable and represent the Great Falls Construction brand appropriately. Employee's personal appearance reflects the reputation, integrity, and public image of Great Falls Construction. All employees are required to report to work hygienic, neatly groomed and professionally dressed.

Employees' attire should be safe and suitable for the work they have been assigned to complete and the conditions in which they are working. In general, all clothing should be clean and free of heavy stains, tears and/or rips. All employees are responsible for maintaining their daily personal hygiene habits that are generally accepted in the community. Employees should avoid extremes in dress and appearance (i.e., extreme tattoos, piercings etc.). Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

Employees wearing any of attire with Great Falls Construction logos, in or out of work, are representing the company and must be aware of their appearance and conduct themselves in a manner that appropriately and positively represents the brand and organization.

The following are examples of appropriate attire for each Company setting:

Construction Sites

- ANSI-approved Steel-toe or Composite-toe boots
- Hard hat (when applicable)
- Jeans (free of heavy stains or rips)
- Work pants (free of heavy stains or rips)
- Great Falls Construction Branded Shirts (free of heavy stains or rips)
- Safety/Hi-Viz shirts and/or vests (when applicable)
- ANSI-approved Safety glasses or goggles (when applicable)

Professional Settings (in-office or in-field)

- Jeans (free of stains or rips)
- Work or dress pants (free of stains or rips)
- Great Falls Construction Branded Shirts (free of stains or rips)



- Sweaters
- Button-up shirts or polos
- Skirts or dresses, hem must be of an appropriate length
- While dressy sandals are fine while at the office, beach flip-flops are prohibited and in-field staff must wear closed toed shoes at all time

Any clothing with inappropriate prints, images, or words are prohibited. Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Any questions about personal appearance, dress code guidelines, hygiene, or branding can be directed to the Human Resources department or the employee's supervisor.

Employer Sponsored Social Events

Great Falls Construction holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by the President prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or ride service appoint a designated driver, or ask a co-worker or responsible individual who is not impaired at the event.

Employee Personal Property

Great Falls Construction is not responsible for personal property of the employee while at Company locations, job sites, or events in the community. If an employee chooses to bring personal property to work locations or sites, they are responsible for that property. The Company also prohibits employees from bringing any items that are, or can be interpreted as, violating the Company's anti-harassment policies. Employees are also prohibited from bringing firearms or other weapons to Company locations, job sites, or events in the community when not permitted by law such as schools, government property and other project rules or prior company authorization.

Accidents, Incidents, and Emergencies

Maintaining a safe work environment requires the continuous cooperation of all employees. The Company strongly encourages employees to communicate with fellow employees and their supervisor regarding safety issues. All injuries, accidents, and incidents must be reported to a supervisor and/or Human Resources as soon as possible.

All employees will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on Great Fall Construction premises. Employees should call 911 in the event of a serious accident or emergency and contact their supervisor or the nearest supervisor to report the incident. Either the employee or the notified supervisor must inform the Human Resources Department of the incident as soon as possible.



If the employee needs to receive medical care of a non-emergency nature, the supervisor or a Human Resources representative can provide transportation to a local walk-in clinic or Concentra facility. Great Falls Construction employees are not permitted to drive a co-worker, client, sub-contractor, or other related person(s), to a medical facility during an emergency situation unless the above-mentioned representatives are unavailable.

If an employee is injured on the job, Great Falls Construction provides workers' compensation coverage and protection. If you are injured on the job while working at Great Falls Construction, no matter how slightly, you are to report the incident immediately to your supervisor or Human Resources. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

Traffic Accidents

Employees that are involved in a traffic accident, using a Company vehicle or personal vehicle for work purposes, irrelevant of potential fault, must do the following:

- Call the local police and/or emergency services to the scene
- Call their supervisor or the nearest supervisor and Human Resources Department
- Collect the other driver's information (if applicable)
 - Company name (if a Company vehicle)
 - Driver's name, date of birth, and driver's license number (whenever possible obtain a picture of the driver's license)
 - Driver's registration (when possible obtain a picture)
 - Driver's insurance card (when possible obtain a picture)
- Take pictures of both vehicles and the surrounding area
- Comply with instructions from law enforcement or emergency services
- .

See the Company's Health and Safety Manual for more information on incident reporting.

Use of Personal Vehicle while on Company Business

Great Falls Construction is not responsible for damage to employees' cars, regardless if the employee is found to be at fault or not, by authorities or during the investigation process, while on Company business. All employees who drive for business purposes, are subject to a driving record check at any time. All employees are required to follow the same guidelines, when driving a personal vehicle for business, as the employees who are granted permission to drive Company vehicles.

Mileage Reimbursement

The Company will reimburse employees based on actual miles driven multiplied by the current IRS approved mileage rate, at the time the miles were incurred while on Company business. Miles incurred on Company business do not include travel time for the first 45 minutes between an employee's home



and the job site. Mileage, tolls, and travel expenses reports must be submitted to the Accounts Payable (A/P) department on a minimum monthly basis.

Use of Company Vehicles

Great Falls Construction may permit an employee (“authorized driver”) to use of Company vehicles. Use of Company vehicles is a privilege, which the Company may withdraw at its discretion. Company vehicles must be used for business purposes only, in conjunction with the authorized driver’s job duties, except that the Company may permit authorized drivers to use company vehicles to commute to and from job sites.

All drivers must follow all state laws, including complying with the following:

1. Only current employees of this Company that meet the following criteria will be considered an authorized driver.
 - Must have management approval to drive Company vehicles
 - Must have a valid driver’s license
 - Must have current copy of driver’s license on file with Human Resources
 - Must have experience in operating the vehicle
 - Must have an acceptable driving history and demonstrate safe driving behavior as determined by management
 - Must demonstrate good work habits as determined by management
2. No persons other than an authorized driver are permitted to operate Company vehicles at any time.
3. The authorized driver must wear glasses or contacts if required to do so to drive.
4. The authorized driver must complete regular inspections of the vehicle to ensure oil, gas, tire pressure, all fluids are at appropriate levels, oil changes and any maintenance are done in a timely manner.
5. The authorized driver is a representative of the Company and shall act in a professional, responsible and respectful manner.
6. The authorized driver shall keep the exterior and interior of the Company vehicle clean and neat.
7. There is no smoking or vaping permitted in all Company vehicles.
8. The authorized driver shall safely operate company vehicles and obey all traffic laws, rules, regulations, and limits. Authorized drivers and passengers shall wear safety belts. The use of cell phones (i.e., texting, using apps, making phone calls that are not hands free, etc.) and other driver distraction devices and activities is prohibited while driving.
9. The authorized driver is responsible for all transactions made using a Company fuel card. The fuel card is to be used for gasoline for Great Falls business purposes only. Refer to *the Company Fuel Policy for Company and Personally Owned Vehicles* for more information.
10. No persons other than the card holder are permitted to use the fuel card at any time.
11. The Company fuel card will not be used for personal vehicles for non-business purposes. Using the fuel card for any purpose other than official business will be considered theft of Company property and will result in disciplinary action up to and including termination.
12. EZ Passes must be kept in the Company vehicle at all times and not used in personally owned vehicles, unless authorized by Human Resources or the President.



13. Company vehicles are not to be operated under unsafe conditions, unnecessary conditions or conditions that may cause excessive wear and tear to the vehicle. Such conditions include but are not limited to:
 - Extreme weather
 - Extreme or unsuitable terrain
 - Excessive speeds, acceleration, or deceleration
 - Prolonged engine idle times
 - When routine maintenance is needed on a vehicle. (e.g., new tires, oil change, check engine lights)
14. At no time is a Company vehicle to be operated if the authorized driver is:
 - Consumed any alcoholic beverages;
 - Consumed any prescription, over-the-counter or illegal drug or substance that may impair driving performance;
 - Intoxicated or under the influence of any prescription, over-the-counter or illegal drug or substance (including, but not limited to alcohol and marijuana);
 - Distracted;
 - Engaged in an activity that is not necessary to the operation of the vehicle, impairs or would reasonably impair the person to operate the vehicle safely; and/or
 - Fatigued and/or sick if they feel their driving ability is impaired.
15. Company vehicles are not permitted for any of the following uses:
 - Towing boats, campers, vehicles or any other trailers, except Company-owned trailers as permitted by vehicle specifications for the use of the Company only
 - Overloading vehicles or transporting more passengers than available safety belts
 - Transportation of prohibited substances or hazardous materials
 - Giving rides to hitchhikers
 - For loan or hire to others, any livery operations or used to generate income
 - Travel to and use in any foreign country (i.e., Mexico and Canada)
 - Attaching equipment such as plows, winches, or luggage carriers
 - Using the vehicle for any purpose not approved by the company
16. Authorized drivers must report to management all accidents, fines, violations, or driving infractions that involve Company vehicles or occur while operating Company vehicles.
17. Great Falls Construction is not responsible for paying fines employees accumulate.
18. Company vehicles may be equipped with GPS devices. The GPS must be active at all times and is not to be disconnected or tampered with in any way. Data collected by the GPS may be used by the company for any reason.
19. Company vehicles are not to be tampered with or altered in any way without the express permission of management.

If an employee witnesses or has knowledge of an unauthorized individual driving a Company vehicle, the employee must report that information to his or her supervisor as soon as possible.



Limited Personal Use of Company Vehicles

Great Falls Construction permits employees limited personal use of company vehicles. Limited personal use will be granted on a case-by-case basis.

All requests for personal use of a Company vehicle should be made to Human Resources and must be received in writing at least one week prior to the requested date of first use. All vehicles must be returned by the date specified on the "Request for Permission to Use Company Vehicle for Limited Personal Use" form in the same condition or better than received. If the designated return date is a workday, the vehicle must be returned prior to the start of the workday. Employees must only use the Company vehicle to the extent of and consistent with the permissions provided by the Company.

Employees must adhere to all rules and requirements in the *Use of Company Vehicles* Policy if using the Company vehicle for approved personal use.

Company Fuel Policy for Company and Personally Owned Vehicles

Fuel cards may be issued to employees with a Company vehicle. Employees who drive their personal vehicle for business purposes may be granted a Company fuel card in lieu of mileage reimbursement. Use of Company fuel card is a privilege, which the Company may withdraw at its discretion.

All fuel card holders must adhere to the following:

1. Current employees who are granted company fuel cards must have a valid driver's license and provide a copy of it to Human Resources.
2. The card holder is responsible for all transactions made using the fuel card. The fuel card is to be used for gasoline for Great Falls business purposes only.
3. The fuel card must not be used for non-business purposes. Using the fuel card for any purpose other than official business will be considered theft of Company property.
4. No persons other than the card holder are permitted to use the fuel card at any time.
5. All lost or stolen fuel cards should be reported to management immediately.
6. Any employee who is terminated must return the card immediately.

Employees take full responsibility for the Company fuel card and the Company's policy regarding the use of a Company fuel card. Employees who violate any of this policy are subject to appropriate disciplinary action, up to and including termination.

Travel Expenses and/or Overnight Stays

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at Great Falls Construction.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Great Falls Construction business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from Human Resources has been received.



The Company does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses to the Accounting Department. If you have a Company credit card, you may use that for approved expenses.

Travel Expenses

The Company pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets
- Meals and lodging
- Car rental, bus, taxi, parking
- Telephone
- Laundry and dry cleaning (trips exceeding one week only, unless emergency)
- Business supplies and services
- Associated gratuities
- Other expenses necessary to achieve the business purposes of the trip

Family Members

The Company will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the President.

Air Travel

Employees should use economy class fares when traveling on Company business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used.

Hotels

Neither in-room movies nor refreshment bars or any other non-necessary hotel room offers are approved Company expenses. Employees may be required to share hotel rooms that are reserved by the company.

Meals

Each employee will receive a minimum daily meal allowance of \$45.00. These meals can be purchased using the Company credit card, with prior authorization. If the employee does not have access to a Company credit card, then a \$45.00 credit for each day will be provided to the employee, by check, prior to the trip.

Insurance

The Company does not pay for personal travel insurance for employees.

Rental Cars

You are to use rental firms having existing relationships with the Company and, when feasible, have negotiated discount rates.

Reporting



Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants.

Employees are reminded that they are representing the company while traveling for company business and are expected to conduct themselves in an appropriate manner that is consistent with the conduct guideline.

Any questions or concerns regarding these guidelines must be brought to the attention of the Human Resources Department, as soon as possible, before the travel is to begin. Employees who violate any of this policy are subject to appropriate disciplinary action, up to and including termination.

Use of Company Equipment and Property

The Company provides supplies, uniforms, equipment, automobiles, credit cards, EZ passes and materials necessary for you to perform your job. These items are to be used solely for the Company's purposes and are non-transferrable outside of the organization. Employees are expected to exercise care in the use of Company equipment and property and use such property only for authorized purposes. Loss, damages or theft of Company property should be reported to the Human Resources Department as soon as possible. Negligence in the care and use of Company property, or failure to report loss, damage, or theft may be considered grounds for discipline, up to and including termination.

The Company's equipment, such as power tools, vehicles, trailers, telephones, cell phones, postage machines, and copy machines, are intended to be used solely for Great Falls business purposes. An employee may only use this equipment for non-business purposes in an emergency and only with the permission of their supervisor or Human Resources. Personal usage, in an emergency, of these or other equipment that results in a charge to the Company should be reported immediately to your supervisor and Human Resources so that reimbursement can be made by the employee.

Regarding Company-owned tools, machinery, and similar equipment, employees should only use such equipment that is necessary to use in the course of their duties and for which they have proper training and skill to use.

Upon termination of employment for any reason, the employee must return all Company property and equipment in proper working order. Refer to the *Leaving Great Falls Construction policy* in the Handbook for more information.

Use Of Company Technology

This policy is intended to provide Great Falls Construction employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.



- Telephones and voicemail systems, including wired and mobile phones, and smartphones
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.

Company IT resources and communications systems are to be used for business purposes only.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

If you violate this policy, you will be subject to disciplinary action up to and including termination. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

Computer Security and Software Systems

It is the policy of Great Falls Construction that the use of its computers and software is limited solely to appropriate business use. Employees are not allowed to use the computer system for their personal benefit. Software programs purchased and provided by Great Falls Construction are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

Employees are strictly forbidden from installing software on the system, downloading and/or playing games, use streaming sites or personal apps, and doing any activities that are not considered for constructive work purposes, can cause damage or harm to the server or server's content, and/or can restrict the internet speed for other users. Employees may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act.



You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

Email and Internet Usage

Every Great Falls Construction employee is responsible for using the electronic mail (E-mail) system and internet properly and in accordance with this policy. Any questions about this policy should be addressed to the Human Resources Department.

Great Falls Construction's policies against sexual or other harassment apply fully to internet use, E-mail systems and other sources of electronic communication (e.g., texting) and any violation of those policies is grounds for disciplinary action up to and including termination. Therefore, no E-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other characteristic protected by law. Employees should not access internet pages that are not work-related or contain harassing or offensive content.

The E-mail system may not be used to solicit for personal causes, commercial enterprises, outside organizations, other non-job-related solicitations.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Employees should use care to avoid misdirecting or forwarding e-mails to persons other than the intended recipient. Users should write E-mail communication with no less care, judgement and responsibility than they would use for letters or internal memoranda written on Great Falls Construction letterhead. All written and verbal communications represent the organization or are sent on behalf of the organization and should be treated in that manner.

Employees are permitted to use a secure public or private Wi-Fi for the purposes of connecting to the Great Falls Construction server. Employees must connect first through the secure server, with the use of a password, before accessing any company data. Employees are responsible for any data accessed and/or transferred via these connections. Employees are prohibited from accessing or storing any Great Falls Construction data in an unprotected environment, locally on their hard drive, in personal cloud storage, or to an external data storage device.

Any employee who discovers misuse of the E-mail or the internet usage should immediately contact the Human Resources Department and/or the President of the Company.

Violations of Great Falls Construction's Use of Computer Technology policy may result in disciplinary action up to and including termination. Great Falls Construction reserves the right to modify this policy at any time, with or without notice.

Social Media

At Great Falls Construction, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, the use of



social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy.

Maintain Accuracy and Confidentiality

When posting information:

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



- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with Company policies.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

Telephone Use/Cell Phone Use/Texting

While Great Falls Construction permits employees to bring personal cell phones and other mobile devices (i.e., smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Although Great Falls Construction realizes that there are times when an employee may need to use the telephone (whether a personal or Company phone) for personal reasons, it is expected that good judgement will be used in limiting the length and frequency of such calls. Employees must project a professional tone and demeanor at all times when conducting business via phone. Additionally, no long-distance personal calls may be made on Company land lines or cell phones without prior approval from the employee's supervisor.

Texting, talking on the phone, and/or using cell phone apps while driving, running machinery and/or power tools is highly prohibited and may result in disciplinary action up to and including termination.

Cell Phone Access and Usage Policy

Cell phones are used by Great Falls Construction employees for internal and external business communication only while at work. For the purpose of this policy, cell phones are understood to include any device that makes or receives phone calls, leaves messages, sends text messages, browses the internet, downloads and allows for the reading of and responding to e-mail, whether the device is Company-supplied or personally owned.



1. Access to Company Supplied Cell Phones
 - a. Cellular phone services are provided to employees deemed to require them based on demonstrated need and job function or to enhance Company efficiency and provide safety and/or security.
2. Use of Company Supplied Cell Phones
 - a. Great Falls Construction supplied cell phones, like other means of communication, are to be used to support Company business only. Employees are prohibited from downloading and/or using non-approved apps on Company cell phones.
 - b. Employees may use Great Falls Construction supplied cell phones to communicate with others inside and outside of the company when such communications are related to legitimate Company activities and are within their job assignments or responsibilities.
 - c. All communications using Great Falls Construction supplied cell phones - verbal, written or other - must meet professional standards and code of conduct.
 - d. Employees may use Great Falls Construction supplied cell phones for any legitimate safety, security or emergency purposes.
 - e. Employees shall not use Great Falls Construction supplied cell phones for illegal, disruptive, unethical or unprofessional activities, for personal gain, or for any purpose that would jeopardize the legitimate interests of the Company.
 - f. Employees shall use Great Falls Construction supplied cell phones provided data with discretion. If excessive data usage is identified, it will be addressed with the Employee on a case-by-case basis.
 - g. Additional purchases including cloud storage, apps etc., must be avoided by transferring photos, data etc., to the remote server.
 - h. A detailed statement for each Great Falls Construction supplied cell phone is received monthly from the service provider and is reviewed by accounting and the employee's manager.
 - i. When a Company supplied cell phone is damaged, lost, or stolen, such incidences must be reported immediately to the Human Resources Department.
 - j.
3. Use of Personal Cell Phones
 - a. The use of personal cell phones while at work can be distracting and disruptive and cause loss of productivity and safety concerns and therefore is strictly prohibited, unless approved by the employee's supervisor or Human Resources Department, or for an emergency purpose.
 - b. Personal cell phones should not be carried on your person and/or on the job site during working hours.
 - c. Employees may carry their personal cell phones during work hours for any legitimate safety, security or emergency purposes. These purposes may include but are not limited to an ongoing family or personal emergency situation. Such employees must have permission from the Human Resources Department and/or Company President. Employees also may carry their personal cell phones during work hours if required for work or time keeping purposes. Except for the above reasons, shall not use or carry personal cell phones on their person during work hours



- d. Employees may use personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you.
4. General Use
 - a. Employees should be aware that cell phone conversations are not secure and can on occasion be picked up on radio receivers. Employees should use discretion in discussing highly sensitive or confidential matters on the cell phone.
 - b. No employee may use another employee's cell phone without that person's permission. An employee who has received permission to carry their personal cell phone may not allow another employee to have access to their phone without permissions from their supervisor and/or the Human Resources Department.

In the event of a family emergency, friends and/or family may call Great Falls Construction at 207-839-2744, or the Project Manager or Site Supervisor of the current job site.

Failure to abide by the above procedures could result in disciplinary actions ranging from warnings, suspensions, or dismissal.

Company Credit Card Policy

The purpose of this policy is to communicate appropriate and acceptable use of Company credit cards and charge accounts and to ensure that adequate controls are established.

Great Falls Construction issues Company credit cards to eligible and authorized employees for job-related, approved budget item expenses. The use of Company credit cards is a privilege, which the Company may withdraw at its discretion. The use of a Company credit card and charge accounts is subject to the following restrictions:

- All charges must be approved by Great Falls Construction and clearly documented for Accounting with the below required information.
- Each expense charged must be accompanied by the actual itemized receipt and a brief explanation including the job cost/billing code and job number.
- Documentation of each expense must be reconciled and submitted to the Accounting Department within one week from the date of purchase, or within 5 business days of the statement date, whichever is sooner.
- No personal or private expenditure shall be charged to a company account. **This includes the purchase of tools, unless authorized by Great Falls Construction in advance of purchase.
- Any personal transactions reflected on a credit card statement must be paid in full immediately. If payments are not made in full, the credit card will be deactivated, and the Company reserves the right to recover these monies from the employee.
- The Company credit card cannot be used to obtain cash advances, ATM withdrawals, bank checks, traveler's checks, or for electronic cash transfers.
- All credit cards should only be in the possession of and used by the assigned employee named on the card.



- The employee is responsible for all charges made to the account and will be held liable for any unauthorized items appearing on the statement of account.
- If a card is lost or stolen, the employee must notify the Accounting and Human Resources Departments immediately.
- The Company credit card is the property of Great Falls Construction. Employees must surrender the card immediately upon termination of employment or at the Company's request.

Violence in the Workplace

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Great Falls Construction, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Acts of violence and/or harassment will not be tolerated. The Company has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm or weapon on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order on Company property.

Any instances of violence and/or harassment must be reported to the employee's supervisor and/or the Human Resources Department. All complaints will be fully investigated immediately and kept confidential, except where there is a legitimate need to know. All employees required are expected to cooperate in any investigation of workplace violence.

Violation of this policy may subject the employee to criminal charges and will result in disciplinary action, up to and including termination.

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to disciplinary action up to and including termination.



If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

Personal Relationship Policy

In order to minimize the risk of conflicts of interest and promote fairness, the Company maintains the following policy with respect to family and personal relationships in the workplace.

Members of an employee's immediate family, or in a personal relationship with an employee, will be considered for employment on the basis of their qualifications. To the extent possible, immediate family and/or personal partners will not be placed in and may not work in jobs or positions that:

- I. Create a direct supervisor/subordinate relationship with another family member or partner.
- II. Have the potential for creating an adverse impact on work performance; or
- III. Create an actual conflict of interest.

For the purpose of this policy, immediate family includes: spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, members of household. This policy also applies to romantic relationships.

Employees who become immediate family members or establish a personal/romantic relationship while employed by Great Falls Construction may continue employment so long as the relationship is disclosed to the Human Resources Department and complies with this policy.

The Company strongly discourages personal relationships and any conduct that may reasonably be expected to lead to the formation of a "romantic" or sexual relationship—especially among supervisors and employees. If a romantic or sexual relationship between a supervisor/manager and an employee, the supervisor must disclose the existence of the relationship to the Human Resources Department. The employee may make the disclosure as well, but the ultimate responsibility of doing so shall be upon the supervisor.

If one of the conditions outlined above should occur, attempts will be made to find a suitable position within Great Falls Construction to which one of the employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot decide, the Company will decide, in its sole discretion, who will remain employed. By its discouragement of romantic and sexual relationships, the Company does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part of extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor's/manager's refusal to engage in such social interaction with employees.

The company recognizes the ambiguity of and the variety of meanings that can be given to the term "romantic." It is assumed, or at least hoped, however, that either or both of the parties to such a relationship will appreciate the meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.



This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described. Any exceptions to this policy must be approved by the Human Resources department and the Company President.

Solicitations, Distributions, and Use of Bulletin Boards

To avoid disruption of business operations or disturbance of employees, visitors, and others, Great Falls Construction has implemented this policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by this policy.

Employees may not solicit any other employee during working time, nor may employees distribute literature in work areas and/or during any working hours at any time unless approved by the Human Resources Department or Company President. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

Electronic distribution of materials is prohibited during work time. Literature that violates the Company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence) or is knowingly false, is never permitted. Non-employees are not permitted to distribute materials on Company premises at any time.

Bulletin Boards

Bulletin boards maintained by Great Falls Construction are to be used only for posting or distributing material of the following nature:

- Notices containing matters directly concerning Company business;
- Announcements of a business nature, which are equally applicable, and of interest to employees.

All posted material must have authorization from the Human Resources Department. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from bulletin boards.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Smoking Policy

In order to comply with government regulations, Great Falls Construction has prohibited smoking and electronic vaping devices in undesignated smoking areas. Smoking and use of electronic vaping devices are allowed on job sites with designated smoking areas. Please respect our customer's property and Company policies when it comes to smoking and electronic vaping devices. This includes, but is not limited to, utilizing a designated smoking area that is established by management at least 20 feet from



any areas where work is being conducted or from an entranceway. Smoking materials must be properly extinguished and disposed of. Smoking and use of electronic vaping devices in Company vehicles is not permitted at any time. Smoking and use of electronic vaping devices in a personal vehicle, while transporting employees, is also prohibited. Smoking and use of electronic vaping devices are permitted during unpaid breaks.

Any questions regarding the smoking policy should be directed to the Human Resources Department.

Drug and Alcohol Use

(See also Drug and Alcohol Testing Policy and Procedures in New Employee Section)

Commitment to a Drug and Alcohol-Free Workplace

Great Falls Construction is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, this policy establishes the Company's intent to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, legal, or illegal drugs (as classified under federal, state, or local laws), including marijuana, while on the job poses serious health and safety risks to employees and members of the public/others, which is not tolerated.

Prohibited Conduct

The Company expressly prohibits the following activities at any time that employees are either (1) on duty or conducting Company business (either on or away from the Company's premises), or (2) on the Company's premises:

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the employee or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under state law for medical and recreational uses, it remains an illegal drug under federal law and its use, as it impacts the workplace, is prohibited by Company policy. Employees may not consume or be under the influence of marijuana while on duty or at work, even if the employee has a valid prescription for medical marijuana.

Nothing in this policy is meant to prohibit the appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, to the extent that it does not impair an employee's job performance or safety or the safety of others. Employees who take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability should inform their supervisor or the Human Resources Department if they believe the medication will impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication. For more information on how to request a reasonable accommodation, please refer to the Company's Reasonable Accommodations Policy.



Notwithstanding the policy above, employees may be permitted to consume alcohol at certain Company-sponsored events, consistent with the Employer Sponsored Social Events policy.

A violation of any of the above is subject to disciplinary action, up to and including termination.



LEAVING GREAT FALLS

Resignation

Great Falls Construction hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause employees to resign from employment. The Company will handle any resignation in a professional manner with minimal disruption to the workplace.

If an employee is considering resigning, Great Falls Construction would welcome the opportunity to discuss the decision before final action is taken. If, however, after full consideration the employee decides to leave, it is requested that the employee provide the Company with a written two-week minimum advance notice period. Paid Time Off (PTO) may not be taken during the two-week notice period without approval

The Company reserves the right to provide you with pay in lieu of working out your notice.

POST RESIGNATION/TERMINATION PROCEDURES

Exit Interview

You may be asked to participate in an exit interview when you leave Great Falls Construction. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

Return of Property

When an employee leaves Great Falls Construction, the employee must return to the Company all Great Falls Construction related information and property that the employee has in their possession, including but not limited to:

- Office and/or job trailer keys
- Vehicles and/or vehicle keys
- Company-issued credit cards and fuel cards
- EZ-Pass
- Lightly worn branded materials including hard hat, safety vests, T-shirts, sweatshirts etc.
- Any Company-owned power tools, extension cords, and equipment in their possession
- Hard hat and any other Company-provided protective equipment
- Computer, laptop, monitor, keyboard and any power accessories, as is.
- Cellphone and any accessories (hotspot, phone case, charger, etc.)
- Any other items provided to them by the Company for their use while employed.
- Any Company information held in employee's possession
- Any printed versions of the Employee Handbook.



Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

Benefits

Any Company-paid, or partial Company-paid premium benefit plans in place (medical, dental) end on the last day of the month you were employed. Our employees have the option to continue their health and dental, or just health, coverage under COBRA. The Company will provide you with information regarding available COBRA benefits following termination.

Final Paycheck

The Company will pay separated employees in accordance with applicable laws and other sections of this Handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.



EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I, _____ (employee name), acknowledge that on _____ (date), I received a copy of Great Falls Construction’s Employee Handbook (“Handbook”) and that I read it, understand it and agree to comply with it. I understand that Great Falls Construction has the maximum discretion permitted by law to interpret, administer, change, modify or delete the rules, regulations, procedures, and benefits contained in the Handbook at any time, with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Handbook. Changes can only be made if approved in writing by the President of Great Falls Construction. I also understand that any delay or failure by Great Falls Construction to enforce any rule, regulation, procedure contained in the Handbook will not constitute a waiver or affect the right of Great Falls Construction to enforce such rule, regulation, or procedure in the future.

I understand that neither this Handbook nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment or be contractual as to any terms or conditions of employment. I understand that, unless I have a written employment agreement signed by the President, **I am employed “at will,” and this Employee Handbook does not modify my at-will employment status.** If I have a written employment agreement signed by the President of Great Falls Construction and this Handbook conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

I understand that this Handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA), is not intended to violate any local, state, or federal law, and that no provision or policy applies or will be enforced if it conflicts with or is superseded by federal, state, or local law, or regulation. Furthermore, I understand that nothing in this Handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

I understand that this Handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Great Falls Construction.

Employee Signature

Date

Employee Printed Name

EXHIBIT A

CONFIDENTIALITY AND NONSOLICITATION AGREEMENT

This Confidentiality, Assignment, and Noncompetition Agreement (“Agreement”) is entered into as of _____, 2023] by **Great Falls Builders, Inc.**, a Maine corporation (“Company”), and _____ of _____, _____ (“Employee”).

Explanatory Statement

A. The Company is engaged in the business of commercial, institutional and residential construction and related architectural and engineering projects of every kind.

B. The Company expends considerable effort and resources in developing its business, including but not limited to client development, research and development, developing proprietary information, and developing and maintaining business relationships.

C. The Company intends to employ Employee as a Project Manager/Site Superintendent.

D. In the course of Employee’s employment with the Company, Employee will have access to certain proprietary and/or confidential information.

E. Company and Employee acknowledge that the Employee’s services are of a special character that have a unique value to the Company, the loss of which cannot be adequately compensated by damages in an action at law and if used in competition with the Company could cause serious harm to the Company.

F. Employee and the Company recognize that an important part of Employee’s duties will be to develop good will for the Company through Employee’s personal contacts with customers, agents, contractors, sub-contractors, and others having business relationships with the Company. There is a danger that this good will, a proprietary asset of the Company, may follow Employee if and when Employee’s relationship with the Company is terminated.

G. It is necessary for the Company to protect such activities, information, and relationships.

H. The Company desires to employ the Employee in such a capacity that utilizes the Company’s specialized knowledge and experience and to have Employee render those services and other services as shall be assigned, from time to time, by the Company. The Employee is willing to undertake such employment upon the terms and conditions provided herein and with the understanding that participating in this agreement is a term or condition of such employment.

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NOW, THEREFORE, in consideration of Employee's employment with Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Company and Employee, the parties hereby agree as follows:

1. **Ownership of Employee Developments.**

(a) Employee Developments. The Employee acknowledges that any and all project estimates, ideas, discoveries, improvements, inventions, enhancements, computer programs, written materials, works of authorship, and developments relating in any way to the business of Company, that are developed by, conceived of, or reduced to practice by Employee, individually or in concert with others (whether or not the others are employees of Company), during the term of Employee's employment with Company (whether or not during Employee's normal working hours, or with the use of Company resources) are considered an "Employee Development" and shall be considered to be made for hire by Employee for Company, and shall be owned exclusively by Company. Employee shall promptly disclose to Company any Employee Development and provide to Company any work papers, models, electronic files, hard drives, and any other tangible evidence of such Employee Development upon Company's request.

(b) Company Property Rights. Employee Developments, upon creation, will be owned exclusively by Company. If any Employee Development that otherwise meets the definition set forth above is not considered a work made for hire under applicable law, Employee agrees to assign promptly to Company all rights to such Employee Development and to cooperate with the Company in securing and protecting these rights.. Employee agrees, when requested by Company, to deliver to Company (and not keep any copies, electronic or otherwise) any documents or other property that relate to Company, its clients, or its business (whether or not such documents or other property contain Confidential Information (as defined below)). If requested by Company, Employee agrees to certify in writing and under oath that Employee has retained no documents or copies of documents in any format.

2. **Confidential Information and Trade Secrets.**

(a) Non-Disclosure. Except as specifically authorized by Company in writing, from the date hereof and continuing forever, Employee agrees not to: (i) disclose any Trade Secrets or Confidential Information, as defined below, to any individual or entity, or otherwise permit any person or entity to obtain or disclose any Trade Secrets or Confidential Information; or (ii) use any Trade Secrets or Confidential Information for Employee's own benefit, whether individually or on behalf of another individual or entity (whether or not such other individual or entity is any way employed by or affiliated with Company). Employee, however, may disclose Trade Secrets or Confidential Information if and only to the extent required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction, provided that in such event Employee promptly notifies Company or any affiliate of Company to which the Trade Secrets or Confidential Information relates, in order to afford Company or its affiliate the

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opportunity to protect its interests in such Trade Secrets or Confidential Information. Nothing contained in this Section 2(a) shall be construed as prohibiting Employee from disclosing Confidential Information or Trade Secrets that are or have become known to the public generally other than as a result of improper disclosure by Employee but Employee shall have the burden in any dispute of showing that such information is no longer Company's Confidential Information or Trade Secret.

(b) Trade Secrets. For purposes hereof, the term "Trade Secrets" means the whole or any portion of any phase of any project estimate or any scientific or technical design, process, method, procedure, discovery, invention, research, formula, or improvement that is valuable to Company or any affiliate of Company, and not generally known to those outside Company, including, without limitation, estimating procedures, system designs, teaching materials, program materials, source codes, object codes, operations, methods, system and user documentation, operating processes, equipment design, and product specifications.

(c) Confidential Information. For purposes hereof, the term "Confidential Information" means any information and any ideas pertaining to the business of Company, its clients, or information belonging to third parties that Company is legally obligated to protect, which information is not generally known to those outside Company by proper means. It does not matter if the information is on paper, stored electronically, or in Employee's head; if it is information Company does not want its competitors or others to know about, then it is Confidential Information and Employee is obligated to keep it secret.

Here are some examples of Confidential Information:

- Company's estimating processes and procedures;
- Research and development activities related to Company technology, products and associated methods of use;
- Training materials, including written and electronic materials, techniques, insight, and evaluative tools used by Company;
- Computer programs, software, applications, databases, passwords, and access codes;
- The names of and other information pertaining to consultants, clients, client referral sources and business affiliates, contractors and subcontractors (such as contact names, services provided, pricing, amount of services used, and contract terms);
- Payroll records; salary and wage rates paid to employees;

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- Operation methods and information, and accounting, financial, and planning techniques;
- Personnel matters (such as disciplinary actions, workplace investigations, hiring and promotion decisions, and other employee assessments);
- Business plans, including but not limited to strategies for expansion or acquisitions, client and project development; and
- Marketing and sales strategies, materials, and information.

This list is not intended to be exhaustive; any other service, product, equipment, financial, licensing, marketing, or client information relating to Company, or the business of Company, which is not generally known to those outside Company and that is not readily ascertainable by proper means by others outside Company, is to be considered Confidential Information.

Employee understands that the definitions of “Confidential Information” and “Trade Secrets” include any information Company lawfully acquired from another person or entity, including any predecessor in interest to Company.

(d) Remedies. Employee acknowledges that, in any position occupied by Employee, Employee will have access to and will become familiar with or obtain Trade Secrets and Confidential Information, and that a violation of this Section 2 of this Agreement by Employee may cause irreparable harm to Company.

(e) Defend Trade Secrets Act Disclosure. Notwithstanding the above confidentiality obligation, pursuant to 18 U.S.C. § 1833(b), Employee is hereby notified that Employee may be entitled to immunity and protection from liabilities under the Defend Trade Secrets Act of 2016 (18 U.S.C. §§ 1831-39) for disclosing a trade secret under the following limited circumstances: (1) Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) if Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the Company’s trade secrets to Employee’s attorney and use the trade secret information in the court proceeding if any document containing the trade secret is filed under seal and the trade secret is not disclosed except pursuant to court order.

3. Business Opportunity.

Employee agrees that, during the term of Employee’s employment with Company, if Employee becomes aware of a business opportunity connected in any way to

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the business of Company, Employee will bring such opportunity to the attention of Company.

4. **Nonsolicitation.**

Employee recognizes that Company has a legitimate business interest in protecting its relationship with its customers, potential customers, contractors, subcontracts and employees.

(a) **Nonsolicitation of Employees.** For a period of one (1) year commencing on the date of the termination of Employee's employment with Company for any reason, Employee shall not, directly or indirectly, on her own or as an employee, employer, consultant, agent, principal, partner, shareholder, or in any other individual or representative capacity, employ, offer to employ, or solicit employment or any other contractual or financial arrangement, or join in business with, any employee of Company or any individual who has been associated with Company in any employment, independent contractor, or service capacity during the three (3) month period preceding the date of the solicitation or offer of employment.

(b) **Nonsolicitation of Customers.** For a period of eighteen (18) months commencing on the date of the termination of Employee's employment with Company for any reason, Employee shall not, directly or indirectly, on Employee's own or as an employee, employer, consultant, agent, principal, partner, shareholder, or in any other individual or representative capacity, solicit, attempt to solicit, or accept work of any kind from any customer of or customer-referral source for Company with whom Employee had contact in the course of Employee's employment with Company. For the purposes of this Section 3(d), "customer" shall mean any person, business, or entity (i) to whom Company has provided products or services within the one (1)-year period preceding the date of Employee's termination, or (ii) from whom Employee knows Company is actively soliciting business at the time of Employee's termination.

(c) **Tolling of Restricted Period.** In the event of a breach by Employee of any nonsolicitation promise set forth in this Section 4, the term of the restricted period will be extended by the period of the duration of the breach.

5. **Remedies.**

Employee acknowledges that the covenants and restrictions set forth in Sections 1, 2, 3 and 4 of this Agreement, inclusive, are necessary to protect the legitimate business interests of Company and do not prevent Employee from earning a livelihood. Employee also agrees that the breach by Employee of this Agreement could not reasonably or adequately be compensated in damages in an action at law, and that Company shall be entitled to injunctive relief, with no bond or security required. Any such injunctive relief may include, but shall not be limited to, restraining Employee from using or disclosing any information or rendering any service that would breach this Agreement. Without limiting the generality of the foregoing, Employee specifically acknowledges that a showing

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by Company of any breach or threatened breach of any provision hereof shall constitute, for the purposes of all judicial determinations of the issue of injunctive relief, conclusive proof of all of the elements necessary to entitle Company to interim and permanent injunctive relief against Employee with respect to such breach or threatened breach; however, no remedy conferred by any of the specific provisions of this Agreement (including this Section) is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing in law or in equity, or by state law or otherwise. The election of any one or more remedies by Company shall not constitute a waiver of the right to pursue other available remedies. If Employee breaches any of the terms of this Agreement, then Employee shall pay all of Company's costs and expenses, including attorneys' fees, incurred in enforcing the terms of this Agreement in addition to any damages and injunctive relief awarded by the court.

6. Miscellaneous Provisions.

(a) Mandatory Condition of Employment. Employee acknowledges and agrees that Employee's entry into this Agreement is a mandatory condition of employment and/or continued employment by Company.

(b) Employee acknowledges that this Agreement does not constitute a contract of employment, either express or implied, and does not imply that Company will continue Employee's employment for any period of time. This Agreement shall in no way alter the Company's policy of employment at will, under which both Employee and Company remain free to terminate the employment relationship, with or without cause, at any time, with or without notice.

(c) Post-Employment Effect. This Agreement shall survive the termination of Employee's employment with Company, and Employee acknowledges and agrees that Company reserves the right to notify third parties, including future employers of Employee, of Employee's obligations under this Agreement.

(d) Amendments. Any amendment to or modification of this Agreement must be in writing and signed by all of the parties hereto.

(e) No Waiver. No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

(f) Assignability. The term "Company" shall include Great Falls Builders, Inc. and any corporation or entity affiliated therewith. Company shall have the right to assign this Agreement, Employee hereby consents to any such assignment, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by, Company's successors or assigns. This Agreement shall not be assignable in whole or in part by Employee.

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(g) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

(h) Entire Agreement; Headings. This Agreement supersedes all agreements which may have been made previously between the parties relating to the subject matter contained herein and there are no other understandings or agreements between the parties with regard to the same. The descriptive section headings in this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any provision of this Agreement.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine, without giving effect to the conflict of laws provisions thereof.

(j) WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(k) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be one and the same instrument.

(l) Notices. All notices, consents, or demands pursuant to this Agreement shall be in writing and shall be deemed to be sufficiently given (i) when actually received in legible form by the party to be notified, whether by courier, fax, or otherwise, or (ii) on the fifth business day following mailing thereof by first-class registered or certified mail, postage prepaid, correctly addressed to such party as follows:

(i) If to Company:

Jonathan Smith, President
Great Falls Builders, Inc.
20 Mechanic Street
Gorham, Maine 04038

(ii) If to Employee, to the address set forth on the signature page hereto.

EXHIBIT A

Any party may, by written notice to the others, change its address for receiving notice.

(m) Jurisdiction; Venue; Service of Process. Any proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of Maine, County of Cumberland, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Maine, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The parties agree that any or all of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

(n) Opportunity to Review. Employee hereby acknowledges that Employee has had a sufficient opportunity to review this Agreement, to discuss with a representative of Company any questions Employee may have, and to seek the advice of an attorney and other advisors regarding the meaning of this Agreement. Employee further acknowledges that she has received consideration for which she would not otherwise be entitled to induce her to sign this agreement, that Employee's decision to sign this Agreement is voluntary, that by signing this Agreement Employee is not relying on any representations of Company other than what is contained herein, and that Employee understands and intends to abide by the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GREAT FALLS BUILDERS, INC.

By: Jonathan Smith, President

EMPLOYEE

Signature

Print Name

Date

EXHIBIT B

SUBSTANCE USE TEST APPEAL FORM

If you have reason to question the accuracy of a substance test to which you have submitted, you may file an appeal by filling out this form.

Name of person appealing: _____

Date sample provided: _____

Where was sample provided? _____

What are the reasons for your appeal of the test's accuracy? (please be specific)

Date: _____

Signature of Person Appealing

_____ will schedule a time to meet with you within 14 days from the time this Appeal is received by the employer.

EXHIBIT C

Performance Management System Philosophy

Purpose

At Great Falls Construction, we believe our employees are the foundation of our success. We strive to hire, develop, and maintain employees who are motivated and engaged in their role and in our mission to serve people well through superior construction services and property stewardship.

This Performance Management System Philosophy provides guidance on Great Falls Construction's tool for discussing, planning, and reviewing the performance of each employee. This includes setting expectations, measuring employee's results, and overall process for role execution, providing coaching and feedback, and evaluating performance over time. We believe that performance management is an ongoing and continual process, not just an annual event.

Managers and employees will conduct Performance Appraisal Assessments on a determined frequency by Human Resources (see below), documenting and highlighting the previous year's accomplishments and growth, challenges and areas for any performance improvements, through the use of the company's Performance Appraisal Process.

Performance Appraisal Assessments are periodic evaluations of an employee's job performance against a set of objective role expectations and goals. These objective role expectations and goals are given to the employee at time of hire and thus this performance appraisal is to check in on each employee's performance as it relates to the expectations of their role. The results of this process are used to make informed decisions in areas such as employee's contributions aligning with role expectations, development, staffing requirements, and role growth, among others.

Performance Appraisal Process

All full and part-time employees are given an annual Performance Appraisal Assessment organized by HR and conducted with department leaders and management.

Performance Appraisal Assessments are conducted annually on dates established and announced by HR. Each employee will complete an Annual Performance Self-Assessment to review with HR and HR will complete and share the results of the Full-Circle Performance Feedback on the established date. These forms will be shared and reviewed by the appropriate Leader, Director and/or Manager. Concurrently, Managers will complete the Manager Performance Appraisal Assessment form for their respective team members and submit it to HR. Each Great Falls Construction Manager is responsible for the timely and equitable assessment of their team's employee(s) performance. Following completion of both Performance Appraisal Assessments, HR and/or the Manager will follow up with the employee on any action items or points of discussion to ensure a productive and successful review.

The outcome of the overall Performance Appraisal Assessments will highlight employee accomplishments and/or opportunities for growth; thus, identifying opportunities for training and professional development and provide HR and Managers with valuable data for overall HR Management. The completed Performance Appraisal Assessment will be retained in the employee's personnel file with Human Resources.

EXHIBIT C

Great Falls Construction implements Performance Improvement Plans (PIPs) on an as needed basis for employees who may have repeat deficiencies in their performance. These plans are designed to provide the employee with an opportunity for improvement and success through completing a defined set of actions in a specific time frame. All PIPs must be approved and implemented by HR.

If you have any questions regarding the Performance Appraisal Process, contact Human Resources.

Training and Education

All full and part-time new employees will receive training by HR on this Performance Management System Philosophy including other policies related to performance including the Initial Employment Period, Conduct Standards, and Discipline Procedure, among others in the Employee Handbook.

The Directors and Managers will receive training in setting goals and objectives with the employees in their department, providing continuous feedback, conducting Performance Appraisal Assessments in a timely and equitable manner.

Confidentiality

All employees are required to protect the confidentiality of all documents and conversations in the Performance Appraisal Process. Access to information will be limited to a “need to know” basis and will not be shared without prior authorization from HR.

Employees will be subject to appropriate disciplinary action, up to and including termination, for knowingly or unknowingly revealing information of a confidential nature.

Compensation

A Performance Appraisal Assessments do not always result in a salary adjustment. The employee’s overall performance and role’s salary band relative to position responsibilities must be evaluated to determine whether a salary adjustment is warranted. Out-of-cycle salary increases must be approved by Human Resource (HR) Manager, the Vice President, and President.

A Manager may recommend an analysis of an employee’s role to ensure the employee has the appropriate title and compensation. This recommendation should be made to the HR Manager, who will review the employee’s role and responsibilities in comparison to Great Falls’ job descriptions and/or salary bands and within the guidelines of Great Falls Construction’s Compensation Philosophy in the Employee Handbook.

All communication to employees regarding compensation will be kept highly confidential in the HR department.