

HOURLY EMPLOYEE HANDBOOK



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EMPLOYEE HANDBOOK FOR MICRON HOURLY EMPLOYEES

INTRODUCTION

PURPOSE OF HANDBOOK

Bledsoe Construction's Employee Handbook for Hourly Employees is an important document intended to help you become acquainted with Bledsoe and its policies. This Handbook will serve as a guide to you in your employment at Bledsoe (the Company). Circumstances will undoubtedly require changes to this Handbook. We will attempt to keep you advised of these changes and updates will be communicated to you and a current version will be posted on the company website at www.thebledsoegroup.com.

Your supervisor, manager, or the Human Resources Department will be happy to answer any questions you may have. All previously issued handbooks and any inconsistent policy or benefit statements are superseded. Management reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or any document at any time. These changes are usually in writing and signed by one of the managing directors. Written changes to this handbook will be distributed to hourly employees so that they will be made aware of the new policies or procedures. No oral statements or presentations can in any way change or alter the provisions of this handbook unless made by one of the managing directors.

Employment-At-Will - This handbook is not intended to create nor shall it be construed as creating, an expressed or implied contract, a cause for action, or a guarantee of employment for any term. At all times during your employment, you have the right to terminate your employment and the Company has the right to terminate your employment, for any reason or no reason.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Bledsoe does not discriminate against any person in the employment relationship. It is the policy of the Company to ensure that all applicants and employees are treated without regard to race, color, religion, sex, age, national origin, sexual preference, disability, and veterans or reservist status in any employment action. The Company will attempt to provide reasonable accommodation to qualified applicants and employees with a known disability and/or a need for religious accommodation.

WHAT YOU CAN EXPECT FROM BLEDSOE

Bledsoe will attempt to the best of our ability to:

- Provide a loss prevention program oriented toward an accident and injury free work environment and the reduction of costs associated with accidental losses. Examples of this program include weekly safety meetings, OSHA and Equipment Use certificates as needed etc.
- Establish and maintain a safe and efficient work environment for all employees free from the effects of alcohol, illegal drugs, or other controlled substances.
- Operate as an economically successful business so that a continued level of work is available.
- Provide eligible employees with wages, benefits, and working conditions consistent with industry and sound business practices.

WHAT BLEDSOE CONSTRUCTION EXPECTS FROM YOU

Likewise, the Company expects you to:

- Operate within and support all aspects of the safety and health program, including compliance with rules and regulations, and for the continuous practice of safety and health while performing your duties.
- Report to work in a condition to perform your duties safely and efficiently in the interest of yourself, your fellow workers, and our customers.
- Know your duties and how to do them promptly, correctly, and pleasantly.
- Cooperate with management and your fellow employees in maintaining a good team environment.

HARASSMENT/DISCRIMINATION

Bledsoe intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offensive behavior by employees, customers, contractors, vendors and anyone doing business with the company that might interfere with work performance. Harassment or bigotry based on sex, race, color, age, disability, veteran or reservist status, sexual preference, national origin or any other employee difference will not be tolerated. Harassment of any sort including verbal, physical, visual conduct, threats, demands and retaliation is prohibited under both state and federal laws and will not be tolerated.

SEXUAL HARASSMENT

Federal and state laws prohibit sexual harassment in the workplace. Bledsoe absolutely forbids sexual harassment by any employee, customer, contractor, or anyone doing business with the Company. A violation of these laws will result in disciplinary action up to and including termination.

Definition

Harassment is *unwelcome* sexual conduct by superiors, fellow employees, or on occasion non-employees, which affects employment decisions, makes the job environment unpleasant or hostile, or unreasonably interferes with performance. This includes unwanted sexual advances, requests for sexual favors, suggestions, joking, and other verbal or physical conduct of a sexual nature.

Unwelcome is determined by the recipient of the behavior, not by the person performing the behavior. Therefore, it is the impact of the behavior- not the intent of the person who performed the behavior--that creates potential legal and financial liability. Silence does not automatically equal consent. The idea that "if they don't say anything, they must like it" is **not** valid.

Examples of harassment/violence are as follows but are not limited to:

- Verbal Harassment: Verbal threats toward persons or property, the use of vulgar or profane language toward others, disparaging or derogatory comments or slurs, sexual comments, verbal intimidation, or exaggerated criticism, and name calling or behavior which otherwise creates a hostile and intimidating environment.
- Physical Harassment: Any physical assault such as hitting, pushing, kicking, holding, shoulder massages, impeding or blocking the movement of another person.
- Visual Harassment: Derogatory or offensive posters, emails, cartoons, publications or drawings.

Behaviors

The following behaviors may be perceived as sexual harassment:

- Wolf whistling
- Fondling
- Patting
- Embracing
- Pinching
- Lip-smacking
- Grabbing
- Leering
- Assault
- Kissing
- Rubbing against
- Obscene jokes
- Cat calls
- Leaning over/on
- Making comments about his/her body
- Undressing with eyes
- Exposing himself/herself
- Sexual innuendos (turning comments into sexual meaning)
- Jokes which put men/women down
- Tearing/pulling/yanking clothing
- Touching himself/herself sexually
- Making animal-type sounds
- Pictures/drawings of nude/semi-nudes
- Writing suggestive or explicit demands
- Brushing up against
- Requests for sexual activities
- Terms such as sweetheart, dear, honey, babe

Bledsoe has a policy of zero tolerance for harassment or violence of any kind.

Complaint Procedure-

Any employee that feels he/she has been discriminated against or harassed should promptly take the following steps:

1. Politely but firmly confront whoever is doing the harassing. State how you feel about his/her actions and request that the person cease harassing you immediately.
2. If the harassment continues, if you feel uncomfortable asking the person to stop the behavior, and/or if you believe some employment consequences may result from your confrontation, report the matter to your immediate supervisor. If circumstances prohibit this response, report the behavior to the Human Resources Department-Ashlie Nelson 208-995-7877, Senior Managing Director-Tammie Odenbrett 208-830-6369, Managing Director-Randy Odenbrett 208-830-6368 or any manager in Bledsoe Construction with whom you feel comfortable. Orally, or in writing, state specific details of the harassing behavior. It is helpful if you can provide details concerning dates, times, places and witnesses, if any, to the harassment.
3. If you believe inadequate action is being taken to resolve your complaint, go directly to the President of the Company for resolution of your problem.

Complaint Investigation and Confidentiality

All complaints will be investigated promptly. The identity of the employee making the complaint as well as the identity of the individual accused of harassment will be kept as confidential as possible given the need for a complete investigation. Information regarding the charge of harassment and the investigation of that charge will not be made known to others who are not directly involved either as a party, a potential witness, or as the investigator or a member of the investigation team.

During the investigation, both the complainant and the accused will be provided a full opportunity to tell their side of the story. Witnesses identified by the complainant or the accused will be interviewed. Upon completion of the investigation, the investigator will prepare a written report of his/her findings and recommendations and submit it to management. Authority for the final resolution of all charges and the determination of appropriate sanctions rests with the managing directors of the company or their designated representative.

Discipline

Harassment is a serious offense and any employee found to have engaged in such conduct is subject to severe discipline, up to and including termination. Sanctions against harassment will depend upon the circumstances surrounding the incident(s). Minor first offenses may lead to written reprimands and/or time off without pay. Major or multiple offenses by any supervisor, manager, or employee who has been found, after appropriate investigation, to have engaged in such harassment may be subject to disciplinary action up to and including termination. Offenses by vendors, clients, or customers will be handled through the offender and his/her company, as appropriate. In determining whether alleged conduct constitutes harassment, the totality of the circumstances, the nature of the harassment and the context in which the alleged incidents occurred will be investigated.

It is contrary to Company policy and against the law for an employee or supervisor to retaliate against any employee who files a charge of harassment. If you feel that you have been subjected to retaliatory conduct, notify management immediately. Steps will be taken to eliminate the possibility of retaliation resulting from the filing of a complaint or from acting as a witness.

Follow up

In instances in which harassment is found to have occurred, the victim will be contacted to find out whether the harassment has ceased or if any retaliation has occurred. Victims also have an obligation to notify management immediately that continued harassment or retaliation is occurring.

Voluntary "Office" Romances

It is not contrary to the policy of the Company for employees to date except in circumstances where one of the employees' reports, either directly or indirectly, to the other employee. This situation could obviously cause the appearance of favoritism or unfair treatment. No dating is permitted in such circumstances. The Company will, however, consider requests from affected employees to transfer to other open positions with the Company for which they are qualified so that the employees are not in the same reporting lines.

We trust that all employees shall act in a responsible fashion and provide for a pleasant work environment that is free from all types of discrimination.

What is Your Responsibility?

As a Bledsoe employee, you are responsible for keeping our work environment free of harassment. Any employee, who becomes aware of an incident of harassment whether by witnessing the incident or being told of it, must report it to the Human Resources Department, a manager, or the managing directors. When we become aware that harassment might exist, we are obligated by law to take prompt and appropriate action.

EMPLOYMENT

INTRODUCTORY PERIOD

If you are new to Bledsoe or have been promoted within the Company, you will serve an introductory period. This period typically lasts for ninety (90) calendar days from your date of hire or job change but may be altered by the Company.

The introductory period is a try-out time for both you and Bledsoe. It is intended to provide you with an opportunity to adjust to your new position. You can determine if you are satisfied with your new position; and, in turn, the Company can determine if it is satisfied with your work.

If the Company determines in its sole discretion during this introductory period that you cannot achieve or maintain a satisfactory performance level with a reasonable amount of training/coaching, you may be terminated without notice. In some situations, and at the Company's discretion, if you were promoted, you may be returned to your former position. Completion of the introductory period does not guarantee continued employment for any specified period of time nor does it require that an employee be discharged only for "cause".

HOURS OF WORK/LUNCH/BREAKS

Most employees are assigned to work a forty (40) hour workweek. You may be scheduled to work evenings, nights, or rotating shifts as well as day shifts. Due to the nature of Bledsoe's business, you may be required to alter your assigned workweek and/or be required to work overtime to reflect the Company's operational needs. The Company will attempt to give its employees prior notice of such schedule changes.

A **workday** is defined for payroll purposes as consisting of twenty-four (24) consecutive hours, beginning at 12:01 a.m. and ending at 12:00 midnight the same calendar day.

In most cases for payroll purposes, a **workweek** consists of seven (7) consecutive days and begins at 12:01 a.m. on Sunday and ends at 12:00 midnight the following Saturday. In most cases payday is paid biweekly on Friday. On Friday when you receive your paycheck, you will have been paid through the preceding Saturday.

Your particular hours of work and the scheduling of your **lunch** and **break periods** will be determined and assigned by your supervisor or Lead. Please understand that you may not "work through lunch/break" in order to arrive late or to leave early.

EMPLOYMENT STATUS

You will be designated as one of the following three groups based upon the anticipated duration of your employment:

- **Regular Employee:** Employees who are hired for anticipated employment of six (6) or more months. These employees may work either full-time or part-time. Full-time employees work 30 or more hours a week; part-time employees generally work less than 30 hours. Part-time, regular employees are eligible for some Company benefits.
- **Temporary Employee:** Employees who are hired to work for a limited period of time (not to exceed six (6) months.) Temporary employees may work either full-time or part-time and are not typically eligible for Company benefits.
- **Contingency/Casual:** Employees who work on an as-needed basis to meet peak construction periods. Contingency employees are not typically eligible for Company benefits.

At the time you are hired, your position will be classified as either "exempt" or "non-exempt." This is a designation under the Federal Fair Labor Standards Act (FLSA) which will indicate your eligibility for overtime payment. Examples of non-exempt positions are office coordinator, payroll specialist, accounts payable specialist, and accounts receivable specialist. Non-exempt employees are eligible for applicable overtime pay.

Exempt employees are generally not eligible for overtime pay. Examples of positions included in this group are executives, manager/supervisors, professionals, administrators, or outside sales persons.

COMPENSATION

Bledsoe's compensation program acknowledges your contribution to the Company. We attempt to provide you with a wage that is competitive with similar positions within the same industry. Wage rates are influenced by many factors such as individual performance, hire date, work history, market, and economic conditions.

TIME CARDS

Your time worked at Bledsoe is recorded by timecards/timesheets or logged on an IPAD depending on the department you work in. Your timecard/timesheet indicates when you arrive and when you depart. All employees must keep their Supervisor/Lead advised of any departure from and return to their work site during the workday. Those employees working "outside" Micron will be required to log time in and out using a timecard. Your Supervisor/Lead will inform you of the appropriate procedure for your position.

You are responsible for your timecard/timesheet. **Remember to record your time.** If you make an error on your card, your Supervisor/Lead must make the correction.

No employee may record hours worked on another employee's timecard. Tampering with another employee's timecard is cause for disciplinary action, including dismissal, of both employees. Falsification of timecards/timesheets or fraudulent recording of time is interpreted as theft and is also reason for termination.

OVERTIME POLICY

Overtime is defined as time worked beyond forty (40) hours in a given workweek. Paid time off for vacation will *not* be considered to be "hours worked" for overtime pay calculations. With your supervisor's approval you may be able to make up time off during the specific workweek that the time off was taken. **Supervisor approval must be obtained prior to working any overtime.**

PAYDAY

Bledsoe employees are paid bi-weekly on FRIDAY at the end of their designated payday. Bi-weekly paychecks include pay for the two (2) weeks ending the previous Saturday at 12:00 midnight.

If a national holiday falls on a scheduled payday, you will receive your check on the workday just prior to the holiday.

You should review your paycheck and accompanying statement of earnings carefully each pay period. If you notice an error, please discuss it with your Supervisor, the Human Resources Department promptly so that any errors can be corrected as soon as possible.

The Company does not allow payroll advances without prior approval from your immediate supervisor and does not extend credit to its employees.

PAYROLL DEDUCTIONS

We are required by law to make certain deductions from your paycheck each time it is prepared. Among these are your federal and state taxes, your contribution to Social Security, and any garnishments as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information, you furnish on your W-4 form regarding dependents/exemptions you claim.

Any changes in name, address, telephone number, marital status or number of exemptions must be reported **immediately** to the Human Resources Department. We need to make sure the appropriate forms are filled out to ensure proper credit for tax purposes.

TIME-OFF, ATTENDANCE, AND PUNCTUALITY

Bereavement Leave

Funeral or bereavement leave allows an employee to take time away from work to make funeral or final service arrangements, attend a funeral or final service, and/or make any necessary arrangements associated with a death in his/her immediate family. An employee must notify his/her supervisor of the need for funeral/bereavement leave and obtain approval for the time off. Regular, full-time employees will be paid up to 5 days of bereavement leave for the death of an immediate family member. Bledsoe defines immediate family members for the purposes of this policy as spouse or child. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, piece rate, commissions, bonuses, or shift differential. Bereavement pay will not count as regular hours worked for purposes of overtime calculations.

Unpaid bereavement leave will be provided as needed for extended family members. Bledsoe defines extended family members for purposes of this policy as brother, sister, parent, grandparent, or grandchild of an employee or of the employee's current spouse.

Jury Duty and Witness Duty

If you receive a jury summons, you should immediately advise your supervisor. Time off for jury duty and witness duty will not be considered as absences for attendance and disciplinary purposes.

The Company encourages employees to appear in court for witness duty when subpoenaed. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Military Leave

Bledsoe will abide by all the provisions of the Uniformed Services Employment and Re-Employment Act (USERRA) and will grant military leave to all eligible full-time and part-time employees. Military leave may be granted to full-time and part-time employees for a period of four (4) years plus a one-year voluntary extension of active duty (5 years total), if this is at the request and for the convenience of the United States Government.

As with any leave of absence, employees must provide advance notice to their supervisor of their intent to take military leave and must provide appropriate documentation. An employee's salary will not continue during military leave unless required by law. However, employees may request to use any PTO accrued prior to and during military leave. Benefit coverage will continue for 31 days as long as employees pay their normal portion of the cost of benefits. For leaves lasting longer than 31 days, employees will be eligible to continue health benefits under COBRA and will be required to pay 102% of the total cost of their health benefits if they wish to continue benefits.

Upon return from military leave, employees will be reinstated with the same seniority, pay, status, and benefit rights that they would have had if they had worked continuously. Employees must apply for re-employment within the time period(s) designated by USERRA upon return from military service. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.

If employees were participants in the Company's 401k plan at the time they left for military duty, they will also be permitted to make additional contributions to the plan. Employees may initiate these additional payments as of their re-employment date and continue them for the period of time permitted by law.

If employees are reservists in any branch of the Armed Forces or members of the National Guard, they will be granted time off for military training. Such time off will not be considered automatically as PTO. However, employees may elect to have their reserve duty period be considered as PTO to the extent they have such time available.

Family and Medical Leave Act (FMLA):

Bledsoe's family and medical leave policy is available to employees with at least 12 months of service and who have worked at least 1,250 hours within the preceding 12-month period. If eligible, an employee may be able to take up to 12 weeks of unpaid leave during the calendar year (based on a 12-month rolling calendar) for the following reasons:

- The birth of a child or to care for a child within the first 12 months after birth;
- The placement of a child with the employee for adoption or foster care within the first 12 months of placement;
- To care for an immediate family member who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the functions of his/her position.

When requesting leave, the employee must provide the organization with at least 30 days of advance notice whenever possible. Medical certification will be required if the leave request is for the employee's own serious health condition or to care for a family member's serious health condition. Failure to provide the requested medical certification in a timely manner may result in denial of the leave until it is provided. Because the organization wishes to ensure the well-being of all employees, any employees returning from FMLA for his/her own serious health condition will need to provide a Fitness for Duty statement signed by his/her treating physician. An employee failing to provide a Fitness for Duty statement will not be permitted to resume work until it is provided. Qualifying FMLA leave will not be counted as an absence under the organization's attendance policy. Note: Employees are not allowed to work elsewhere while on FMLA at Bledsoe.

The Company, at its expense, may require an examination by a second health care provider designated by Bledsoe if the organization has a reasonable question regarding the medical certification provided by the employee.

The Company will maintain health care benefits for the employee while on FMLA leave, but the employee is responsible for paying the normal monthly contribution. If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the organization for the cost of premiums paid for maintaining coverage during the leave period. All other benefits cease to accrue during the unpaid portion of the leave.

Employees must use any accumulated PTO to the extent available during this leave period, unless such leave is covered under Workers' Compensation, in which case the employee may only use accumulated leave time for the purpose of satisfying any waiting period. Absences in excess of these accumulated days will be treated as leave without pay. Upon return from leave, the employee will be restored to his/her original or an equivalent position. If an employee fails to return at the end of FMLA leave, the employee will be considered to have voluntarily resigned his/her position with the organization.

If the employee and his/her spouse both work for the organization, they are both eligible for leave. In cases other than the employee's own serious health condition, the total leave period for the employee and the employee spouse may be limited to 12 weeks total (combined).

It may be medically necessary for some employees to use intermittent FMLA leave. The organization will work with you to arrange reduced work schedules or leaves of absence in order to care for a family member's serious medical condition or your own serious medical condition. Leave because of the birth or adoption of a child must be completed within the 12-month period beginning on the date of birth or placement of the child. It may not be taken intermittently without special permission from Human Resources. If an employee requests an extension of leave beyond the 12-week period because of his/her own serious medical condition, the employee must submit medical certification of a continued serious health condition in advance of the request. The organization will review such requests on a case-by-case basis in order to determine whether it can reasonably accommodate such a request. Reinstatement is not guaranteed when granted extended leave and will depend upon the business needs of the organization.

Unscheduled Absences

For the Company to operate efficiently and meet its obligations, we expect you to meet your work schedules and to keep any unscheduled absences and tardiness to a minimum. When you will be absent or tardy, you are required to call your Supervisor/Lead or the Human Resources Department at least thirty (30) minutes prior to the start of your work shift to report your inability to report to work as scheduled. If you are gone three (3) or more days due to illness, you must have a doctor's return to work slip in order to come back to work. Illnesses and emergencies are considered unscheduled time-off and count against the attendance guidelines outlined below. Examples of reasons for unscheduled time off include: illness, childcare issues, car problems, etc. Notice to the Company must be given for each day of absence. See Paid Time Off (PTO) policy.

We have developed the following attendance guidelines to prevent any misunderstanding of the Company's expectations:

- In general, three (3) absences in any ninety (90) day period, or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under question. (Arriving late or leaving early by two (2) or more hours is considered an absence.)
- Tardiness or leaving early is as detrimental to the Company as an absence. Three (3) such incidents in a ninety (90) day period will be considered a "tardiness pattern" and will carry the same weight as an absence.
- Excessive absenteeism, lateness or leaving early will lead to disciplinary action, including possible dismissal.

Scheduled Absences- See Paid Time Off (PTO) policy.

If you know in advance that you will be absent, you are required to request this time-off in writing; this request should be made directly to your Supervisor/Lead. Time-off request forms are available from the Human Resources Department. The form should be completed by you and given to your Supervisor/Lead. Examples of scheduled time-off are: doctor's appointments, funeral leave, vacation time, etc. Your supervisor will give consideration to your request for time-off at the time you desire. However, time-off cannot interfere with the Company's operations and therefore must be approved in advance by your Supervisor/Lead. A minimum of five days advance notice is generally expected for an absence to be considered "scheduled."

The Company does not recognize the taking of informal vacation/time-off days; all absences must be correctly recorded. It is expected that employees will utilize their days of paid-time-off (PTO) for time away from the job. If at the end of the year, an employee thinks that there should be some kind of adjustment in recognition of excessive overtime, you should address this issue you're your immediate supervisor.

Requests for funeral leave, military leave, jury duty, etc. are to be made to your supervisor as soon as known to you. You may be asked for documentation for these types of leaves.

BENEFITS

PAID TIME OFF (PTO)

Bledsoe has a "Paid Time Off" program (PTO) which provides you with paid time away from your job for any reason such as vacation, personal illness, the illness of a family member, emergencies, personal business, appointments and holidays.

"Paid Time Off" is available for all full-time employees. You are considered full time if you work more than 30 hours per week.

After a 90-day waiting period, employees that work a minimum of 120 hours in the last two pay periods of each month will be granted 8 hours of PTO. PTO will be paid at straight time rates and is not subject to overtime or shift differential adjustments. Any unused PTO accrued as of the last pay period of each year will either be paid out in full or the employee can elect to roll over up to 40 hours into the following year.

Please feel free to contact your supervisor or the Human Resources Department to confirm PTO balances and availability at any time.

PTO for anticipated time off such as vacations and holidays must be requested and approved in writing in advance by your supervisor. PTO should be taken in at least one day increments however for unanticipated time off such as illness, emergencies, etc. it must be taken in at least two-hour increments. Leave of absences, such as FMLA, must exhaust their PTO hours before going without pay.

If at any time you are away from your job duties and request PTO time after your absence but you are not eligible for PTO hours consequently you will not be paid for time away.

Management, upon written request, may approve pay-in-lieu of PTO. Pay-in lieu will be paid on the employee's regularly scheduled payday. In the event of termination, employees will be paid any PTO already granted but not yet taken.

HOLIDAYS

Hourly employees are entitled to six (6) paid off days designated as holidays by the Company. These holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

Micron observes additional holidays that Bledsoe Construction does not designate as paid days off. You may be asked to take the "day off" due to Micron's observance of the holiday but you will not be paid for that time off. You may use PTO if it is available to you. Some Micron observed holidays are optional and can be worked.

Employees that work an average of (30) hours per week for the 4 pay periods immediately prior to the pay period each holiday falls into, will qualify for compensation equal to 8 hours of pay. Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday). For the purposes of calculating overtime, night shift differential or vacation accrual, holidays are not considered "hours worked".

MEDICAL INSURANCE

Bledsoe is interested in the health and well-being of both you and your family. Medical, and dental insurance programs are available for you and your family. You become eligible for coverage the first day of the month following sixty (60) calendar days from your date of hire or date of rehire **and** if you work a scheduled workweek of thirty (30) or more hours. Becoming eligible does not necessarily mean becoming "covered." The month before you are eligible you will be notified of the benefits available and at that time you may decide in which programs you want to enroll.

Bledsoe Construction offers a variety of choices of medical and dental plans to suit individual needs of each employee. Bledsoe Construction makes significant contributions to the medical and dental premiums for each eligible employee while premiums for dependents are to be fully paid for by the employee. We also work with Aflac for additional policies. We do not offer Vision coverage at this time.

Note: If your hours of employment should fall below the number of hours for insurance coverage for a period of six (6) weeks, you will no longer be eligible for company coverage under our plan. You will be expected to pay for your health insurance coverage or discontinue your coverage beginning the first of the next month. You will be eligible for COBRA continuation rights. (See section on COBRA).

COBRA

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, or "COBRA", Bledsoe will offer qualified persons the opportunity for temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under our group health plan would otherwise end. You pay for this extended coverage; there are no Company contributions.

COBRA is applicable when your employment ends, your eligibility for health insurance coverage ends, and for specified family changes. You will be notified through the mail. An enrollment form must be completed within a defined time period to participate.

401K PLAN

To assist employees in their retirement planning Bledsoe has arranged for employees to enjoy a 401K plan effective April 1, 2000.

Eligibility

Employees become eligible to enter the plan after meeting the following requirements: after the attainment of age twenty-one (21) and one year of service. Elections to contribute can be made up to (4) times per year (prior to the first payroll of each calendar quarter (January 1, April 1, July 1 or October 1). Employee participation in the 401K Plan is strictly voluntary.

Enrollment information is available through the Human Resources Department. Each eligible employee may make an elective contribution to the plan of up to 100% of compensation on a "pre-tax" basis by salary reduction. However, there is a federally mandated maximum annual employee contribution amount. This amount changes yearly. You will need to request this

maximum annual employee contribution amount from Human Resources before determining whether your contribution will exceed this maximum. For the year 2023, the maximum annual employee contribution is \$22,500. Employees direct contributions within an investment portfolio selected by the plan trustees.

As of January 01, 2023, Bledsoe Construction will match your contributions **dollar for dollar up to 4% of your annual compensation.**

PERFORMANCE/DISCIPLINE

PERFORMANCE REVIEWS

Your supervisor is continuously evaluating your job performance. Day-to-day interaction between you and your Supervisor/Lead should give you a sense of how your Supervisor/Lead perceives your performance. To supplement this, the Company may conduct written reviews for each employee. New employees or employees with performance problems will be reviewed frequently.

During performance reviews, your supervisor will consider the following, among other things:

- Attention to safety
- Attendance, initiative, and effort
- Quality and quantity of work
- Knowledge of your work
- Willingness and ability to work with others

PROBLEM RESOLUTION PROCEDURE

If there is something about your job that is bothering you, and you have not been able to resolve it yourself or if you have cause to feel that you have not been treated fairly in accordance with Bledsoe's policies, we want to discuss your concerns with you.

You are encouraged to first discuss the situation with your immediate Supervisor/Lead. If the matter is unresolved or you don't feel that you can talk to your Supervisor/Lead, you should speak with the Human Resources Department. If you continue to be dissatisfied with the resolution of the issue, you should contact Tammie Odenbrett, senior managing director or Randy Odenbrett, managing director.

PROGRESSIVE DISCIPLINE

Bledsoe has developed policies and procedures to protect the Company and its employees. Failure to comply with these will result in disciplinary action up to and including suspension and/or discharge from employment.

The Company has a progressive discipline process whereby an employee normally progresses through a series of counseling stages. This is intended as a mechanism to promote a productive and effective workforce. Progressive discipline does not apply to introductory employees. The Company, at any time, may determine that progressive discipline

is not applicable or is not working and may determine that immediate dismissal or other disciplinary actions are warranted.

The progressive discipline steps are as follows:

- Verbal Counseling: If an employee's performance is not satisfactory, the Supervisor counsels the employee in an attempt to resolve the issue. The Supervisor keeps a written record of the meeting and may ask the employee to sign and date it.
- Written Counseling: An employee is counseled and given written, specific guidelines for improvement. The employee reviews and signs this document.
- Suspension: An employee may be temporarily suspended, with or without pay.
- Termination: Employees may be terminated immediately for serious offenses or when the progressive discipline process has been ineffective.

STANDARDS OF CONDUCT

Generally speaking, Bledsoe expects each person to act in a mature and responsible way at all times. It is not possible to identify every type of misconduct, infraction, or performance problem that may result in disciplinary actions. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. These are examples of behaviors that because of their seriousness may also result in immediate dismissal without warning:

- Willful violation of any Company rule.
- Willful violation of security or safety rules or failure to observe safety rules or Bledsoe safety practices; failure to wear required safety equipment; tampering with Company equipment or safety equipment.
- Negligence or any careless action that endangers the life or safety of another person - to include horseplay.
- Any violation of the Company's Substance Abuse Policy.
- Unauthorized possession of firearms, weapons, or explosives on Company property.
- Actual or threatened physical violence toward another employee or customer; fighting, or horseplay or provoking a fight on Company property, or negligent damage of property.
- Insubordination or refusing to obey instructions issued by your supervisor or other disrespectful conduct to a supervisor
- Engaging in gross negligence causing the destruction or damage of any Company, customer, or employee property.
- Theft of Company property or the property of fellow employees; unauthorized use of Company property or equipment for personal reasons.
- Altering or falsifying any timekeeping record.
- Sexual or racial harassment or any other type of harassment or discrimination; telling sexist or racial-type jokes; making racial or ethnic slurs.
- Unsatisfactory performance to include neglect of job responsibilities; sleeping on the job, etc.
- Excessive or patterned absenteeism or tardiness.
- Failure to report on-the-job accidents which involve personal injuries and/or any damage to Company equipment or property. You must report these incidents to your supervisor immediately.
- Falsifying or making a material omission on any employment application or other Company records, or making false statements connected with your employment with the Company.

- Malicious gossip and/or spreading of rumors; engaging in behavior designed to create discord and lack of harmony. Using inappropriate language or profanity.
- Any other reason which may be deemed by the Company to make termination necessary.

DISCHARGE/TERMINATION

If your performance is unsatisfactory due to lack of ability, failure to abide by Bledsoe rules and standards of conduct, or failure to fulfill the requirements of your job, you may be dismissed. Some incidents may result in immediate termination. The Human Resources Department, Project Manager/Superintendent, or the highest person in authority at a job site will review terminations. Employees who have been terminated for cause by Bledsoe are not eligible for rehire. Employees who have been terminated are not allowed back on Company work sites or property.

Layoffs or reductions in force are a part of the construction industry due to economic downturns, project and contract completion, etc. If necessary, employees will be laid-off based on their skills, abilities, and work performance rather than seniority.

Management reserves the right to terminate employment at any time, for any reason not prohibited by law, with or without notice.

WORKPLACE HEALTH AND SAFETY

ALCOHOL AND DRUGS

Alcohol and drugs do not mix with work. The use of either during working hours, or reporting for work under the influence of either is strictly prohibited.

The possession, use or sale of illegal drugs or alcohol in the work place, or being under the influence of drugs or alcohol, poses unacceptable risks in a construction company environment. Therefore, it is the intent and obligation of Bledsoe to provide an alcohol and drug-free environment. With these objectives in mind, the Company has an alcohol and drug/substance abuse policy.

SAFETY

Safety is everybody's business. Safety is to be given primary importance in every aspect of your job: planning, performing your day-to-day duties, and in your work procedures. Bledsoe wants to protect you against occupational injuries and illnesses, protect our customers, and reduce costs associated with accidental losses.

In an effort to meet this obligation, Bledsoe has adopted an alcohol and drug abuse testing program. Additionally, all employees must take an active interest in participating in the Company's safety programs and in abiding by the applicable Federal, State, Local and Company rules and regulations. All work-related injuries and illnesses (regardless of their extent or nature) unsafe working conditions, and the need for maintenance or repair of vehicles or equipment, must be reported immediately to the Human Resources Department or your Supervisor.

The success of our program can be measured directly by our ability to prevent unnecessary loss. An accident resulting in personal injury, property damage, or equipment loss, represents needless waste. It is important that all employees recognize their responsibility to prevent these losses and that you take all necessary actions to do so. Your safety performance is an element of your overall performance with the Company.

Bledsoe has a Company Safety Manual that is available to you upon request, which outlines the Company's safety program in more detail. Additional information about Bledsoe's safety rules and programs will be communicated to you on a regular basis and is also available from the Human Resources Department.

PROHIBITED ITEMS ON COMPANY PROPERTY

Under no circumstances are the following items permitted on company property including parking areas: all types of firearms; switchblade knives and knives with blades longer than four inches; dangerous chemicals; explosives including blasting caps; chains; and other objects carried for the purpose of injuring or intimidating.

WORKERS' COMPENSATION AND ACCIDENT REPORTING

Workers' Compensation provides payment for medical care and a portion of lost wages to workers who cannot work because of work-related injuries or illness. Bledsoe pays the full cost of workers' compensation insurance.

You must report all work-related injuries or illnesses immediately after they occur to your supervisor or to the Human Resources Department. The Company will make arrangements for medical attention.

Please do not seek medical attention from a personal doctor, the emergency room or a chiropractor for a work-related injury or illness without being referred by the Company or its designated physician. If you do so, you may risk losing payment of medical expenses by the workers' compensation insurance carrier.

Bledsoe is committed to returning employees to work as soon as possible and as recommended by a qualified medical provider. We work with employees to return them to work on a modified schedule and/or with modified duties as business permits. Additional information about Workers' Compensation is available from the H.R. Department.

SMOKING

Please smoke in areas designated for smoking and where it is not offensive to co-workers or customers. Please be courteous and concerned about the needs of your fellow employees and others. Be advised that due to project or customer requirements, it may be required that employees not smoke at and around the project.

OTHER POLICIES

CELL PHONES, TELEPHONE CALLS, AND MAIL

Please observe the following safety rules when using a Company cell phone while driving:

- Know your wireless phone and its features, such as speed dial and redial.
- When available, use a hands-free device as well as one-button dialing.
- Do not use your wireless telephone while driving unless a hands-free device is available. If you need to make a cell phone call and do not have a hands-free device, pull to the side of the road where it is safe to call.
- Position your wireless phone within easy reach.
- Let the person to whom you are speaking know that you are driving. If necessary suspend the call in heavy traffic or hazardous weather conditions.
- Don't dial while driving; instead, pull to the side of the road to a safe area to call.
- Don't take notes while driving.

No personal cell phones are allowed on certain Bledsoe job sites. Employees may be expected to use available pay telephones. Permission of your Supervisor is necessary to use our Company telephone.

Please do not use Bledsoe as a personal mailing address or personal phone number.

Personal phone calls may not be made or received while on company time without approval from your supervisor.

SOLICITATION

To avoid disruption of Company operations, the following rules apply to solicitations and distribution of literature on Company property:

- Employees may not solicit other employees for membership, contributions, funds, or other purposes during the employee's working time, or at any other time if the solicitation interferes with other employees who are scheduled to work.
- Employees may not distribute literature during working time for any purpose.
- Employees may not distribute literature (other than Company information) at any time for any purpose in working areas.
- Persons who are not employed by the Company may not solicit or distribute literature on Company property at any time for any purpose.

Note: Working time includes the working time of both the employee doing the soliciting and/or distributing and the employee to whom the soliciting and/or distributing is directed. Working time does not include break periods and/or meal periods.

The only exception to the above is that the Company may authorize the solicitation of funds for recognized and established charities which benefit the general community.

PERSONAL APPEARANCE

You are expected to come to work dressed in a suitable and clean manner. Attire should be appropriate to your responsibilities. The Company does not allow employees to come to work dressed in shorts, tank tops, or shirts with insulting lettering, pictures, or profanity. Questions regarding dress should be addressed to the Human Resources Department.

PARKING

Please use the parking areas designated for our employees. Remember to lock your car every day and park within the specified areas. The Company does not assume any liability for any loss or damage you may sustain in using parking areas.

EMPLOYEE REFERENCES

All requests for references must be directed to the Human Resources Department. No other supervisor, manager, or employee is authorized to release references for current or former employees.

GIFTS

Advance approval from management is required before an employee or member of their immediate family may accept or solicit a gift of any kind from a customer, supplier, or vendor representative. As a general rule, no gifts valued in excess of \$25.00 will be allowed. Acceptance of compensation, bribes, or "kickback" from any employee, vendor, or subcontractor is grounds for immediate discharge and possible criminal prosecution.

PERSONAL USE OF COMPANY PROPERTY

In some instances, with prior management approval, employees may be allowed to borrow certain Bledsoe tools or equipment for their own personal use while on our premises occurring before/after working hours. In no circumstances may this be done off our premises, or without prior management approval. Bledsoe is not liable for personal injury incurred while the employee uses company property for personal projects while off the clock.

EMAIL/INTERNET ACCESS

The use of electronic mail or internet access should be limited to professional or business purposes only. The Company reserves the right to access any and all electronic mail messages sent out or received using the Company's computers; to access any programs or files maintained on Company hardware; to monitor use of the Company's computers; and to access any voice mail messages stored on the Company's voice messaging system.

Employees are reminded that inappropriate, offensive, or explicit material on a Company computer, photocopier, facsimile machine or other means (whether located on or off the Company's premises or place of business) that violate any Company policies will not be

tolerated. This includes, but is not limited to explicit or offensive photographs, language and jokes.

COMPETITIVE ACTIVITIES

During your employment, you shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder or other capacity, engage or participate in any business that is in competition in any way with the business of the Company. If you should have any questions about any potential conflict, discuss this matter with the President of the Company or the Human Resources Department.

BUSINESS TRAVEL

Company work may require travel on business. Transportation, lodging, and meal costs will be reimbursed in accordance with the Company's policy when the Company approves such travel in advance.

The Company may provide the employee with Company transportation or, in the alternative, a mileage allowance. The use of any Company provided vehicle will be limited to Company use only.

EMPLOYMENT OF RELATIVES

While the organization has no prohibition against hiring relatives of other employees, close family members such as parents, children, spouses, siblings, or in-laws will not be hired into, or transferred into, positions where they directly or indirectly supervise or are supervised by another close family member. Bledsoe reserves the right to determine in all cases if a close enough familial relationship exists to prohibit a supervisory relationship.

Any exceptions must be approved by the managing directors of the company.

While Bledsoe encourages amicable relationships between members of management and their subordinates, it recognizes that involvement in a romantic relationship may compromise or create a perception that compromises a member of management's ability to perform his/her job. Any involvement of a romantic nature between a manager, supervisor, lead or agent of the organization and anyone he/she supervises, either directly or indirectly, is prohibited. Violation of this policy will lead to corrective action up to, and including, termination of the management individual involved in the relationship.

CONFIDENTIAL INFORMATION

In the course of your duties, you may be privy to financial accounting, statistical, and personnel data of customers and employees of Bledsoe Construction. All such data is confidential and shall not be disclosed either directly or indirectly or used by an employee in any way, except as required during the course of your employment. Your employment with us assumes an obligation to maintain confidentiality, even after you leave our employment. Confidentiality extends to sharing Bledsoe wage and salary information with others inside and outside of the Company.

EXPENSE REIMBURSEMENT

You must have your manager's written authorization prior to incurring any expense on behalf of Bledsoe. To be reimbursed for all authorized expenses, you must submit an expense report accompanied by receipts and approval by your manager. Reimbursement checks will be issued on the 10th or 25th of each month.

COMPUTER SOFTWARE

Bledsoe Construction does not condone the illegal duplication of software. The copyright law is clear. Employees learning of any misuse of software or related documentation within the Company shall notify management. Employees found to have illegally duplicated software are subject to immediate termination.

To prevent computer viruses from being transmitted through our network, there will be no unauthorized downloading of any software. All software must be pre-approved.

CRIMINAL INVESTIGATION AND CRIMINAL CHECKS

Following the requirements imposed by federal and state laws, Bledsoe may conduct pre-employment and/or post-employment background checks such as credit, criminal, education and prior employer(s) on applicants who are offered and accept positions with the Company. Bledsoe reserves the right to conduct these checks at any time after your date of hire.

ALCOHOL AND DRUG/SUBSTANCE ABUSE

Bledsoe is committed to the establishment and maintenance of a safe and efficient work environment for all employees free from the effects of alcohol, illegal drugs, or other controlled substances. That commitment is jeopardized when any Bledsoe employee uses drugs or alcohol on the job, comes to work under their influence, or possesses, distributes, or sells drugs/alcohol in the workplace.

The use of illegal drugs or abuse of alcohol or prescription drugs can interfere with your job performance. To prevent substance abuse, the Company has implemented a substance abuse prevention program. This program involves drug and alcohol testing to include pre-employment, for- cause, post-accident and random testing. We also have an Employee Assistance Program to help you if you need short-term counseling and/or referral for treatment.

Compliance with this program is required as a condition of employment for qualified applicants or for your continued employment. Bledsoe will not provide continued employment to you if your conduct is prohibited by our substance abuse policy.

The Company may modify this program to meet specific requirements of a particular site or project, to comply with the contractual obligations of certain customers, or to meet government regulations or requirements.

Prohibitions

This policy specifically prohibits employees from:

- The use of any legally or illegally obtained drug, including alcohol, in any manner that might adversely affect your work performance, your own or others' safety at work, or Bledsoe's reputation in the community.
- The abuse, illegal use, possession, manufacture, purchase, sale or transfer of illegal drugs, controlled substances or alcohol on Company premises or sites on which it is doing business; while riding in or driving Company vehicles; at a customer's place of business or job site; or while traveling or otherwise working on behalf of Bledsoe.
- Having alcohol, controlled substances, or illegal drugs present in your system when reporting to work or while on Company premises, on Company business, or in Company vehicles.
- The illegal use of prescription drugs. (Note: Nothing in this policy precludes the appropriate use of legally prescribed medications.)
- Refusal to consent to drug/alcohol testing in accordance with this policy.
- The use of prescribed or over-the-counter medication, which might affect job performance or the safety of you or others. Any use of such medication must be made known to your supervisor.
- Testing positive for alcohol, illegal drugs, or controlled substances without a legal basis for use.
- Switching or adulterating any urine sample submitted for testing, or submitting a false sample for testing.
- Failing to notify the Company in writing of any conviction or a violation of a criminal drug statute no later than five (5) calendar days after such conviction.
- Failing to comply with any rules or procedures promulgated under any testing programs maintained by Bledsoe.

Employees who violate this policy are subject to disciplinary action up to and including termination.

Assistance in Overcoming Substance Abuse

Early recognition and treatment of drug/alcohol abuse is important for successful rehabilitation. The decision to seek diagnosis and accept treatment for drug/alcohol abuse is primarily the individual employee's responsibility.

Employees with abuse problems can request assistance from the Employee Assistance Program (EAP). Information about the EAP can be obtained from Human Resources. Requests will be treated confidentially. Beyond the EAP and any benefits for eligible employees under our Medical Plan, the cost of obtaining these services will be at your expense. The EAP can help to refer you to appropriate drug and alcohol abuse assistance programs in the community. Drug counseling and rehabilitation program referrals are made to mutual help organizations, private hospitals, public treatment programs, and private drug treatment practitioners.

Testing

Pre-employment:

Bledsoe's philosophy is to employ only qualified new hires/rehires that have passed the pre-employment drug tests.

- All new hires/rehires will be required to submit to and pass a drug/alcohol screen before reporting to work. Refusal to consent to testing will be deemed a voluntary withdrawal of an application of employment.
- Confirmation of a positive test will result in a withdrawal of the employment offer.
- Any new hire/rehire that does not submit to or pass the required tests will be ineligible for hire for a period of six (6) months.

Current employees:

Current employees may be tested for alcohol and drugs as follows. Workplace testing may be altered or changed at the discretion of the Company.

- Post Accident/Incident Testing:
 - a. Employees will be tested if they suffer an occupational on-the-job injury requiring treatment from a doctor or following a serious or potentially serious accident or incident in which safety rules/procedures were violated, equipment or property was damaged, unusually careless acts were performed or where the cause was due to the failure to use prescribed personal protective equipment.
 - b. An employee who is seriously injured and cannot provide a specimen or blood for testing will be required to authorize the release of relevant hospital reports or other documentation that would indicate whether there were drugs or alcohol in their system at the time of the accident.
- Random Testing:
 - a. Random drug testing is the most powerful and proven means of detecting drug use and drastically reducing and preventing use thereafter.
 - b. Unannounced, random testing may take place at any time. Bledsoe plans to utilize random drug testing on a periodic basis. The random test list will be formula/computer generated. The Human Resources Department will notify employees when they have been selected to be tested. Refusal or not showing up for a random drug test will be treated as the same as a positive test.
 - c. The Company may use post-employment drug testing within sixty (60) days of employment or re-employment as an alternative to applicant testing at the Company's discretion. Employees tested on a post-employment basis and who test positive will not be given the option of referral to the Employee Assistance Program and return to work. They will be terminated from employment with eligibility to reapply after six (6) months.
- For Cause/Reasonable Suspicion Testing:
 - a. Employees may be required by the Company to undergo an alcohol or drug test, or both, whenever a supervisor has reasonable suspicion that the

employee may be under the influence of alcohol or drugs or where the supervisor is concerned about the safety of the individual, other employees, or of the general public because of the individual's conduct or condition.

- b. Such suspicion may be based on observations by a supervisor but are not limited to:
 - Odor of alcohol on breath or person
 - Slurred/incoherent speech
 - Unusually aggressive behavior
 - Lack of coordination in walking or other motor skills
 - Possession of drug/alcohol paraphernalia
 - Suspicious pattern of absenteeism or tardiness
- c. The Supervisor's recommendation for testing will generally be confirmed with another Supervisor or the Human Resources Department before the employee is transported for testing.

General Testing Procedures

- Bledsoe will make all reasonable efforts to maintain confidentiality of information relating to this policy or to substance abuse treatment.
- No alcohol or drug test will be administered to an employee without his/her consent. However, the refusal to consent to undergo testing will be treated the same as a positive test result.
- When a prospective new hire or current employee is notified that they are to submit to drug/alcohol testing, they will be given instructions when and where to report for testing.
- Employees being tested for cause will be driven to the testing facility.
- All tests administered will be done so in accordance with the test manufacturer's instructions. The collection and handling of samples will follow generally accepted and prudent chain-of-custody procedures to assure the accuracy of results and the proper identify of employees being tested.
- All specimens will be tested for the presence of illegal drugs. The Company reserves the right to test an employee for the presence of prescription medication when it has reason to believe the employee may be abusing such medication.
- Any specimen that screens positive for the presence of illegal drugs will be confirmed will require further testing. You will be referred to Canyon Express Drug Clinic and asked to take a second test. If you this test comes back positive you will be required to pay for the cost of testing. If the test comes back with a positive result Bledsoe Construction will pay the costs associated with the test.
- A Medical Review Officer (MRO) will review all confirmed drug/alcohol tests and will contact individuals to discuss the results of the test and give them an opportunity to provide a reasonable explanation for the positive test result. If the employee cannot provide a logical explanation, Bledsoe will be notified of the positive test.

Testing Violations

- Prospective employees who test positive will have their offer of employment with the Company withdrawn. They are eligible to reapply after six months.
- In order to return to work, the employee must provide evidence of the following:
 - a. Completion of a recommended treatment or counseling program, etc. before returning to work **AND**
 - b. Satisfactory passing of a return-to-work substance abuse screen test **AND**
 - c. A signed conditional employment statement, which requires them to continue prescribed treatment and to be subject to additional testing to determine fitness

for duty.

- Upon return to work the employee will be subject to routine, periodic, and intermittent testing for a period of two years following return to work. Any subsequent (second offense) confirmed positive test will result in immediate termination.
- Any employee who tests positive for illegal drugs, prescription medication, or the presence of alcohol may request the same specimen be retested at another NIDA laboratory at the employee's expense. This request must be conveyed to the Human Resources Department within forty-eight (48) hours of the employee being notified of the positive test result. The employee will be suspended without pay during this time.

Drug-Free Workplace Act- It is Bledsoe's intention to develop and maintain a drug free environment in accordance with the Drug-Free Workplace Act of 1988.

