

# **B&T Contractors, Inc.**

## **Employee Handbook**



**B&T Contractors, Inc.**  
**612 South Kendall Avenue**  
**Bradford, PA 16701**

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# Introduction

# Welcome and Purpose

The Employee Handbook establishes policies, procedures, benefits and working conditions that will be followed by all employees as a condition of their employment with B&T Contractors, Inc.

B&T Contractors, Inc. strives to provide an employee-friendly environment in which goal-oriented individuals thrive. Our company commitment to serving customers and providing quality products and services is unwavering. These policies, procedures and working conditions provide a work environment in which both customer and employee interests are served.

We value our employee's talents, skills and abilities and seek to foster an open, cooperative and dynamic environment in which we can all excel. B&T Contractors, Inc. provides an environment where employees are encouraged to bring ideas **and** challenges to any level of management.

B&T Contractors, Inc. is an equal opportunity employer. Religion, age, gender, national origin, sexual orientation, race or color does not affect employment decisions including hiring, promotion, development opportunities, pay or benefits. We offer fair treatment of employees based on merit and comply with all applicable federal, state and local labor laws.

Employment with B&T Contractors, Inc. is on an "at-will" basis, which means that the employee or employer may terminate the employment relationship at any time, for any reason, with or without cause. This handbook is not a contract of employment nor is it intended to create contractual obligations for the company of any kind or alter the at-will employment relationships between B&T Contractors, Inc. and our employees. Only a written agreement, signed by the President of B&T Contractors, Inc. can change the at-will nature of the employment of any individual.

The policies and procedures outlined will be applied at the discretion of management at B&T Contractors, Inc. As such, B&T Contractors, Inc. may deviate from the policies, procedures, benefits and working conditions described in this handbook. The company may also withdraw or change the policies, procedures, benefits and working conditions described in this handbook at any time, for any reason. While it is our goal to provide employees with notice of such changes, prior notice is not required before a change is implemented. Throughout an employee's employment with B&T Contractors, Inc., it is his or her responsibility to remain up to date on company policies, procedures, benefits and work conditions—both published and unpublished.

No provision in this handbook can be waived without written permission from B&T Contractors, Inc.

Please review the policies, procedures, working conditions and benefits described in this handbook. You will be asked to affirm that you have read, understand, agree to, abide by and acknowledge your receipt of this employee handbook.

# At-will Employment Statement

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all of the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department.

Neither this handbook nor any other B&T Contractors, Inc. document confers any contractual right, either expressed or implied, to remain in 's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not set for any specific time and may be terminated at will, with or without cause and without prior notice by B&T Contractors, Inc., or you may resign for any reason, at any time. While there may be a disciplinary process in place, in certain situations, the Company may make the decision to terminate you without first taking these disciplinary steps.

No supervisor or other representative of (except the President, in writing) has the authority to enter into any agreement of employment for any specified period of time, or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will make every attempt to inform you of any changes as they occur.

Some of the subjects described here are covered in detail in official benefit policy documents. You should refer to those documents for specific information since this handbook only briefly summarizes those benefits. Please note that the terms of the written insurance policies are controlling.



# Employment Policies

# Americans with Disabilities Policy

The Americans with Disabilities Act (ADA) is a federal law that prohibits employers with 15 or more employees from discriminating against applicants and employees with disabilities. It also requires employers to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job functions of the position.

B&T Contractors, Inc. complies with all applicable laws concerning the employment of individuals with disabilities and acts in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). The company does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

When a job applicant with a disability requests accommodation that can be reasonably provided without creating an undue hardship or causing a workplace safety risk, he or she will be given the same consideration for employment as any other applicant.

B&T Contractors, Inc. will reasonably accommodate qualified individuals (candidates and employees) with disabilities so that they can perform the essential functions of a job, unless the requested accommodations result in the following:

- A direct threat to the safety or well-being of the individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation; or
- An undue hardship to B&T Contractors, Inc.

Individuals who are currently using illegal drugs are excluded from coverage under the company ADA policy.

The Human Resources department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety, direct threat and undue hardship issues. Contact them with any questions or requests for accommodation.

# Equal Employment Opportunity

B&T Contractors, Inc. provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, B&T Contractors, Inc. complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability or veteran status is expressly prohibited.

We are committed to a diverse workforce. We value all employees' talents and support an environment that is inclusive and respectful. We are strongly committed to this policy and believe in the concept and spirit of the law.

We are committed to ensuring that:

- All recruiting, hiring, training, promotion, compensation and other employment-related programs are provided fairly to all persons on an equal opportunity basis;
- Employment decisions are based on the principles of equal opportunity. All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to any characteristic protected by state, federal or local law;
- Employees and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion or discrimination because they have exercised any right protected by law; and
- Reasonable accommodations will be made for disabilities and religious beliefs.

We believe in and practice equal opportunity. All employees are responsible for supporting the concept of equal opportunity and diversity and assisting our Company in meeting its objectives.

Please contact Human Resources with questions or concerns.



# Employment Classification Policy

This company assigns positions, determines wages and compensates employees for overtime in accordance with state and local laws and the Fair Labor Standards Act.

## Exempt Employees

Exempt employees are those that are excluded from the overtime pay requirements of the Fair Labor Standards Act. Exempt employees are paid a salary, have certain types of job duties, and are expected to work beyond their normal work hours whenever necessary to accomplish the work of the company.

As an exempt employee, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability.
- Full-day disciplinary suspensions for infractions of the company's written policies and procedures.
- Family and Medical Leave absences (either full- or partial-day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes; Social Security; or, voluntary contributions to a 401(k) or pension plan. In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence on a day because your employer has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

Employees should consult with Susan Teribery if they have questions regarding their classification as an exempt employee.

## Non-Exempt Employees

Non-exempt employees are those eligible for overtime pay of 1.5 times the regular hourly rate of pay for all hours worked over 40 per work week. All overtime must be approved in advance. Employees should consult with an administrator if they have questions regarding their classification as a non-exempt employee.



### **Part-Time, Full-Time or Temporary Status**

Part-time or full-time status depends on the number of hours per week an employee works. Regular employees who work fewer than 30 hours per week receive part-time classification. Part-time employees are not eligible for employee benefits as described in this handbook. Regular employees who work at least 30 hours per week receive full-time classification.

From time to time the company may hire employees for specific projects or periods of time. Temporary employees may work either part-time or full-time, but generally are scheduled to terminate by a certain date. Temporary employees who remain on duty past the scheduled termination remain classified as temporary. Only Susan Teribery may change an employee's temporary status. Temporary employees are not eligible for employment benefits.

# Employment Termination Policy

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation—voluntary employment termination initiated by an employee
- Termination—involuntary employment termination initiated by
- Layoff—involuntary employment termination initiated by B&T Contractors, Inc. for nondisciplinary reasons

If you wish to resign, we ask that you notify your manager of your anticipated departure date at least two weeks in advance. Of course, as much notice as possible is appreciated by B&T Contractors, Inc. and your co-workers. This notice should be in the form of a written statement.

If you fail to report to work for three consecutive days without informing management of the planned absence, we will assume that you have voluntarily resigned.

In the case of termination due to resignation, retirement or a permanent reduction in the work force, your accrued vacation pay will be paid on a pro-rata basis. Unused personal time is not paid upon termination. In the case of termination, any vacation or personal/sick time used in excess of accrued time will be deducted from your final paycheck given your prior written permission.

Furthermore, any outstanding financial obligations owed to B&T Contractors, Inc. will also be deducted from your final check, given your prior written permission. If your final check does not sufficiently cover the money owed to the company, you will remain liable for that amount.

A meeting between you and your immediate manager will take place prior to your last day of work. If applicable, your rights concerning continuation of group health benefits will be discussed during this meeting. Parking passes, office keys, company equipment and building passes must be returned at this time, along with all other company property and confidential information.

If you leave B&T Contractors, Inc. in good standing, you may be considered for re-employment.

Except as required by law or by separate agreement, employee salary and benefits will end on the date of termination.

Upon resigning from B&T Contractors, Inc., you should continue to provide the company with an accurate address for at least one year for tax purposes.



# Workplace Conduct

# Disciplinary Action Policy

B&T Contractors, Inc. reserves the right to discipline and/or terminate any employee who violates company policies, practices or rules of conduct. Poor performance and misconduct are also grounds for discipline, up to and including termination.

The following actions are unacceptable and considered grounds for disciplinary action. This list is not comprehensive; rather, it is meant merely as an example of the types of conduct that this company does not tolerate. These actions include, but are not limited to:

- Engaging in acts of discrimination or harassment in the workplace;
- Possessing, distributing or being under the influence of illicit controlled substances;
- Being under the influence of a controlled substance or alcohol at work, on company premises, or while engaged in company business;
- Unauthorized use of company property, equipment, devices or assets;
- Damage, destruction or theft of company property, equipment, devices or assets;
- Removing company property without prior authorization or disseminating company information without authorization;
- Falsification, misrepresentation or omission of information, documents or records;
- Lying;
- Insubordination or refusal to comply with directives;
- Failing to adequately perform job responsibilities;
- Excessive or unexcused absenteeism or tardiness;
- Disclosing confidential or proprietary company information without permission;
- Illegal or violent activity;
- Falsifying injury reports or reasons for leave;
- Possessing unauthorized weapons on premises;
- Disregard for safety and security procedures;
- Disparaging or disrespecting supervisors and/or co-workers; and
- Any other action or conduct that is inconsistent with company policies, procedures, standards or expectations.

This list exhibits the types of actions or events that are subject to disciplinary action. It is not intended to indicate every act that could lead to disciplinary action. The company reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case. Workplace inspections are randomly performed to ensure Company policies and safety procedures are being followed accordingly.

## Procedure

### Step 1 - Counseling and Verbal Warning

- Step 1 creates an opportunity for the immediate supervisor, operations manager and/or owner to schedule a meeting with an employee to bring attention to the existing performance, conduct or attendance issue. The supervisor, operations manager and/or owner should discuss with the employee the nature of the problem or



violation of company policies and procedures. The supervisor, operations manager and/or owner is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem. The meeting will then be immediately documented.

### **Step 2 – Written Warning**

- While it is hoped that the performance, conduct or attendance issues that were identified in step 1 have been corrected, B&T Contractors, Inc. recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct or attendance issues and consequences.
- During step 2, the immediate supervisor, operations manager and/or owner will meet with the employee and review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

### **Step 3 – Suspension and Final Written Warning**

- There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor, operations manager and/or owner may suspend the employee pending the results of an investigation.
- Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. HR will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

### **Step 4 – Recommendation for Termination of Employment**

- The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, B&T Contractors, Inc. will try to exercise the progressive nature of this policy by first providing warnings, final written warning and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, B&T Contractors, Inc. reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.
- *Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between B&T Contractors, Inc. and its employees.*

## **Appeal Process**

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution. If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

## **Performance and Conduct Issues Not Subject to Progressive Discipline**

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

## **Documentation**

The employee will be provided copies of all progressive discipline documentation including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents.

Copies of these documents will be placed in the employee's official personnel file.

# Drug and Alcohol Policy

B&T Contractors, Inc. values its employees and customers and recognizes their need for a safe and healthy work environment. Furthermore, employees abusing drugs and alcohol are less productive and are often a risk to the safety and productivity of our Company. The establishment of a Drug and Alcohol Policy is consistent with this Company's desire to promote a safe and accident-free workplace.

## **Drug and Alcohol Possession and Use Prohibited**

- B&T Contractors, Inc. prohibits the use, possession, sale, manufacture, and/or distribution of alcohol and illegal/controlled substances and/or drug-related paraphernalia on Company and customer premises, and/or during working hours.
- For purposes of this policy, the terms "Company premises", "Company property", "Customer premises" and/or "Customer property" includes all property owned, leased, used or under the control of B&T Contractors, Inc. or their customers including but not limited to plant, offices, facilities, parking areas, land, buildings, structures, all work locations, vehicles, and equipment.
- The substances prohibited by this policy include such items as: any illegal or unlawfully obtained drugs or controlled substances; "designer" or synthetic drugs; "over the counter" or prescribed medications not being used for purposes or in the manner intended; mood or mind-altering substances; and alcoholic or intoxicating beverages.
- Compliance with this policy will be required by B&T Contractors, Inc. as a condition of employment for qualified applicants or for continued employment of current employees. The presence of a detectable amount of any prohibited substance in an employee while working and/or during working hours may be deemed a violation of this policy, regardless of when or where the substance entered the employee's system.

## **Pre-Employment Screening**

- Offers of employment with B&T Contractors, Inc. may be conditioned on proper cooperation with and participation in a drug and controlled substance screening test.
- Applicants who test positive without a legitimate medical reason will be denied employment. In appropriate circumstances, B&T Contractors, Inc. may, in its sole discretion, authorize a retest.

## **Testing of Employees**

B&T Contractors, Inc. may request current employees to submit to a drug/controlled substance test in certain circumstances, including:

- When an employee's conduct, actions or behavior reasonably leads management to suspect that the employee may be using or under the influence of drugs or alcohol on Company premises or while performing duties for B&T Contractors, Inc. while away from Company premises and/or during working hours;



- When an employee has a prohibited substance in his or her possession (actual or constructive) while on Company premises or while performing work duties for B&T Contractors; and
- When an employee has experienced an on-the-job injury or accident or is involved in an incident, which B&T Contractors, Inc. believes may have resulted from impairment due to drug or alcohol use.
- B&T Contractors, Inc. may, in its sole discretion and at any time, require an employee to undergo test to determine the presence and/or amount of alcohol and/or drugs in his/her system.

An employee who has tested “positive” on a test pursuant to this policy and who is not terminated, may be retested by B&T Contractors, Inc. at periodic intervals, as determined by B&T Contractors, Inc. for up to twelve (12) months after the positive test result, even without new evidence of “reasonable belief” of drug or alcohol abuse. If an employee test “positive” on any retest or refuses to promptly submit to a test in a fully cooperative manner, including signing any required forms, the employee may be subject to immediate termination.

An employee’s refusal to submit to a requested test may be considered an act of insubordination justifying discipline, up to an including immediate termination.

### **Use of Legal and Prescription Drugs Authorized By a Physician**

Certain legal and prescription drugs can produce changes in persons that might indicate intoxication or illegal drug use and could result in a “positive” result on a substance abuse screening test. Employees may continue to work for B&T Contractors, Inc. while taking prescription drugs at the direction of a doctor for the treatment of an illness or non-prescription drugs used for the purposes and in the manner intended, provided the medication does not adversely affect the employee’s ability to perform his or her work in a safe and efficient manner. Each employee is responsible for being aware of and following all cautions associated with the use of prescription or non-prescription drugs. If any prescription or non-prescription drugs being taken by an employee could have side effects which could affect the employees job performance, the employee must advise his or her supervisor of the drug being taken and the potential side effects. B&T Contractors, Inc. has the right to determine whether an employee who is receiving legal medication should be allowed to continue working during his or her treatment due to possible safety and/or performance problems that could arise from certain legal drug use.

### **Conviction or Probation Under a Criminal Drug Law**

Employees must notify Susan Teribery within five days of any conviction or entry of a guilty plea resulting in incarceration or probation under any criminal drug statute, law, regulation or ordinance. Failure to report a conviction or guilty plea will result in termination of employment.

### **Testing Procedures**

1. When feasible, the employee asked to submit to testing will be informed of the reasons, cause or action leading to the request.



2. Employees will complete a consent for testing form. The refusal to do so will be considered a violation of this policy, and the employee may be subject to disciplinary action up to and including termination.
3. Testing will be conducted by an appropriate testing facility designated by B&T Contractors, Inc. Applicants and employees must cooperate fully with the reasonable procedures and requirements of the testing facility.
4. Each Employee and applicant who is to be tested will be asked by B&T Contractors, Inc. designated testing facility to list all legal and prescription drugs consumed during the past thirty days, and will have an opportunity to explain the use of each such drug. Applicant or employees who do not report the use of any such drugs and who subsequently test “positive” on any required screening or other test, will not be hired if not yet employed, or if hired, may be subject to immediate discharge.
5. Positive test results will be given a second verification test by B&T Contractors, Inc. designated testing facility. Employees who test positive on the second verification test will be subject to discipline up to and including immediate termination for violation of this policy. Applicants who test positive on the second verification test will not be employed.
6. Test results will be returned to Susan Teribery for review with the applicant or employee. Test results will be maintained in a confidential manner in a separate file not part of the employee’s personnel file. Test results of applicants will be maintained in a separate file, not part of the application.
7. B&T Contractors, Inc. will endeavor to keep the results of any drug, substance abuse or other such test confidential. Test results and voluntary reports of drug and alcohol problems will not be revealed by B&T Contractors, Inc. to any person except those persons whom B&T Contractors, Inc. believes have a need to know because of such reasons as supervision of the employee involved, personnel administration or as otherwise deemed necessary or proper by B&T Contractors, Inc. or as required by law.

### **Penalties for Violating Policy**

- Any employee that receives an unacceptable test result will be immediately removed from their duties and not allowed access to any client facilities.
- Failure to comply with the provisions of this policy will be grounds for disciplinary action up to and including immediate discharge.
- If an employee voluntarily reports a substance abuse problem before any circumstances warranting testing and/or disciplinary action occurs, the employee may request leave time or a leave of absence under appropriate Company leave policies for a period not to exceed twelve weeks. An extension of the leave may be granted, within the exclusive discretion of B&T Contractors, Inc. The cost and expenses of any treatment or any counseling program will be the sole responsibility of the employee, subject to benefits available, if any, under any applicable employee benefit program. B&T Contractors, Inc.



may request certification that the employee has continued in treatment during the granted leave period. If the employee does not continue proper treatment during the granted leave, the employee will be subject to disciplinary action up to and including immediate termination. Any employee who does not fully comply with B&T Contractors, Inc.'s requirements for a leave that is granted may be subject to immediate termination. Employees who return to work following such voluntary treatment may be tested periodically by B&T Contractors, Inc. to ensure that they stay drug-free. If they subsequently have a positive test for controlled substances, they will be subject to discharge.

### **Off-The-Job Illegal Drug Use, Possession, Sale or Other Such Activity**

Off-the-job illegal drug use, possession, sale or other such activity could adversely affect an employee's job performance, jeopardize the safety of other employees and jeopardize Company and customer equipment, property, reputation as well as endanger the general public.

Accordingly, such off-the-job conduct or activity may be deemed a violation of this policy and could result in disciplinary action against the employee by B&T Contractors, Inc., up to and including discharge. In deciding the appropriate disciplinary action to take in regard to such off-the-job drug use, possession, sale or other such activity, management will take into consideration the nature of the activity charged, the employee's total record with B&T Contractors, Inc., and other factors deemed relevant by B&T Contractors, Inc. for the protection of business and total operation.

### **Workplace Searches and Inspections**

To help ensure a safe and healthy work environment and to accomplish the objectives of this policy, B&T Contractors, Inc. reserves the right to condition entry upon Company and customer premises, including any parking areas and all grounds and work areas to which B&T Contractors, Inc.'s employees are assigned, upon B&T Contractors, Inc. right to search the person and personal property of any entrant before entry or at any time while on the premises or in work areas, for illegal and unauthorized drugs, drug paraphernalia, controlled substances, alcoholic beverages and unauthorized weapons. Such searches may include but are not limited to automobiles, toolboxes, lunch kits and purses, employee lockers, desks or other property under the control of the employees. Refusal to permit a search may subject an employee to immediate discipline up to and including discharge. Searches and inspections will be performed with concern for the individual's privacy, dignity and confidentiality. Illegal substances, drugs and other prohibited items discovered through these searches and inspections may result in law enforcement authorities being advised in this regard consistent with the law.

# Harassment Policy

B&T Contractors, Inc. prohibits discrimination or harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and is free from discriminatory practices, including, without limitation, harassment. Consistent with its workplace policy of equal employment opportunity, the company prohibits and will not tolerate harassment on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Violations of this policy will not be tolerated.

## **Discrimination**

Discrimination includes, but is not limited to: making any employment decision or employment-related action on the basis of race, color, religion, creed, age, sex, disability, national origin, marital or veteran status, or any other status protected by applicable law.

## **Harassment**

Harassment is generally defined as unwelcome verbal or non-verbal conduct, based upon a person's protected characteristic, that denigrates or shows hostility or aversion toward the person because of the characteristic, and which affects the person's employment opportunities or benefits, has the purpose or effect of unreasonably interfering with the person's work performance, or has the purpose or effect of creating an intimidating, hostile or offensive working environment. Harassing conduct includes, but is not limited to: epithets; slurs or negative stereotyping; threatening, intimidating or hostile acts; or denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on their protected characteristic.

## **Sexual Harassment**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature, when:

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

Examples of sexual harassment include: unwelcome or unsolicited sexual advances; displaying sexually suggestive material; unwelcome sexual flirtations, advances or propositions; suggestive comments; verbal abuse of a sexual nature; sexually-oriented jokes; crude or vulgar language or gestures; graphic or verbal commentaries about an individual's body; display or distribution of

obscene materials; physical contact such as patting, pinching or brushing against someone's body; or physical assault of a sexual nature.

### **Complaint Procedure**

Any company employee who feels that he or she has been harassed or discriminated against, or has witnessed or become aware of discrimination or harassment in violation of these policies, should bring the matter to the immediate attention of his or her supervisor or the President of B&T Contractors, Inc. B&T Contractors, Inc. will promptly investigate all allegations of discrimination and harassment, and take action as appropriate based on the outcome of the investigation. An investigation and its results will be treated as confidential to the extent feasible and permitted by law, and the company will take appropriate action based on the outcome of the investigation.

No employee will be retaliated against for making a complaint in good faith regarding a violation of these policies, or for participating in good faith in an investigation pursuant to these policies. If an employee feels he/she has been retaliated against, the employee should file a complaint using the procedures set forth above.

# Standards of Conduct Policy

B&T Contractors, Inc. adopts this policy to ensure orderly operations and to provide the best possible work environment. B&T Contractors, Inc. expects employees and others who may be engaged to provide services from time to time (such as temporary personnel, consultants and independent contractors) to adhere to these standards of conduct while on company premises, attending company functions or otherwise performing work-related activity and representing.

B&T Contractors, Inc. is responsible for providing a safe and secure workplace and strives to ensure that all individuals associated with our company are treated in a respectful and fair manner. While not intended to list all the forms of behavior that are considered unacceptable, the following are examples of conduct that may result in disciplinary action:

- Theft or inappropriate removal or possession of property
- Falsification of records, including timekeeping
- Working under the influence of alcohol or illegal drugs
- Possession, manufacture, sale, transfer, distribution or use of alcohol or illegal drugs in the workplace, while representing the company, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Immoral actions or intimidating others
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of company, customer or co-worker's property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment or touching
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones or other company equipment
- Using company equipment for purposes other than business
- Unauthorized disclosure of confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

Any employee who deviates from these rules and standards will be subject to disciplinary action, up to, and including termination of employment.



# Employee Benefits

# Employer-offered Benefits Policy

## Insurance

B&T Contractors, Inc. offers group health, dental and vision insurance plans to all active employees who are normally scheduled to work 30 or more hours per week. Details concerning available plans, level of coverage and premium costs are in the benefit information provided during new hire orientation or available from Human Resources.

Insurance coverage begins on the first of the month following the date of hire, while vision and dental plans begin six months after date of hire. The employee must complete all necessary enrollment forms before this date. Human Resources will notify current part-time employees who become full-time employees when they are eligible to enroll.

You have the option of waiving all pre-tax benefits. Should you choose to waive these benefits, you will not have another opportunity to elect them until the next Open Enrollment Period, and any after-tax coverage permitted by B&T Contractors, Inc. will be outside the plan. The only exception to this is in the case of a Change in Election Event for an applicable benefit. Some common Change in Election Events includes changes in employment status, divorce and marriage. In these circumstances, the election change must be on account of and consistent with the Change in Election Event, as described in the Plan. Health Savings Account (HSA) contribution elections can be changed at any time and for any reason. HSA contribution election changes will become effective no later than the first day of the calendar month after the change request is filed.

As a result of termination, a reduction in work hours or in the event that an employee goes on military leave or takes another extended leave of absence, an employee may be eligible to continue the company's group coverage by paying the monthly premium. More information will be provided when an employee becomes eligible for continuation coverage.

Health benefits are paid in part by B&T Contractors, Inc. The remainder of the costs is the employee's responsibility. Employees can receive details about benefits provided, contribution rates and eligibility from Susan Teribery.

## COBRA Continuation of Health Benefits

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), a qualified employee who terminates employment (for reasons other than gross misconduct on the employee's part) or who loses health and dental coverage due to a reduction in work hours may temporarily continue group health and dental coverage for him/herself, his/her spouse, and any covered dependent children at the full premium rate plus administrative fees. That eligibility normally extends for a period of eighteen (18) months from the qualifying date. For more information regarding COBRA health insurance benefits, see Susan Teribery.

## Life Insurance

Employees who are considered full-time or work at least 1,560 hours per calendar year are eligible for life insurance. B&T Contractors, Inc. agrees to provide a \$10,000.00 term life insurance policy





at no cost to the employee after 12 months of the probationary period has been successfully completed. After eight years of service with the Company, the term life insurance policy will be increased to \$35,000.00. This policy is to include AD & D coverage on all of the above mentioned.

Covered employees have the right to convert to an individual policy at the time of their separation of employment.

### **Retirement Plan**

The company participates in an employee matched Roth IRA plan so that employees may save a portion of their earnings for retirement. Employees who are considered full-time or work at least 1,560 hours per calendar year and have been employed for at least two years are eligible to participate in the retirement plan. Employees may elect to make regular contributions to the Roth IRA plan up to the maximum amount allowed by federal law.

Contact Susan Teribery for detailed information regarding eligibility, employee contributions, vesting period or employer contributions. The company reserves the right to modify or terminate any or all of its retirement benefits or to change benefit providers at any time with or without notice.

### **Workers' Compensation**

As required by law, the company provides workers' compensation benefits for the protection of employees with work-related injuries or illnesses.

Workers' compensation insurance provides coverage to employees who experience job-related injuries or illnesses. If an employee is injured or becomes ill as a result of his/her job, it is the employee's responsibility to immediately notify a supervisor of their injury in order to receive benefits. Report every illness or injury to a supervisor, regardless of how minor it appears. The company will advise the employee of the procedure for submitting a workers' compensation claim. If necessary, injured employees will be referred to a medical care facility. Employees should retain all paperwork provided to them by the medical facility. Failure to report a work-related illness or injury promptly could result in denial of benefits. An employee's report should contain as many details as possible, including the date, time, description of the illness or injury, and the names of any witnesses.

A separate insurance company administers the workers' compensation insurance. Representatives of this company may contact injured employees regarding their benefits under the plan. Additional information regarding workers' compensation is available from Susan Teribery.

### **Supplemental Sickness and Accident**

Effective January 1, 2016, Employees who are considered full-time or work at least 1,560 hours per calendar year are eligible for supplemental sickness and accident at the rate of 50% of base wages not to exceed \$375.00 per week commencing on the 15<sup>th</sup> calendar day after notification of illness or injury I submitted. Personal days and sick pay will be used first to offset the 15 day



waiting period. The total supplemental sick compensation will not exceed twenty four (24) weeks. Only employees that have completed (1) year of employment will be eligible for supplemental sick pay.



## **Time Away From Work**

# Personal Days and Vacation Policy

## Personal Days

Personal days will be provided to all existing employees on January 1 each year, based on their years of service and if the employee has worked 1,560 hours during the previous calendar year. Hours worked for the purpose of this benefit will include overtime. Personal days not used by the end of the calendar year will be forfeited.

## Rate of Pay

Rate of vacation pay shall be that which an employee is entitled to at the time such vacation is taken.

## Schedule

Regular employees, working at least 1,560 hours during the preceding calendar year, shall be granted vacation in accordance with the following schedule:

<b>Years of continuous service</b>	<b>Personal Days</b>
• 1-4 Years	2 Days
• 5+ Years	3 Days

## Vacation

B&T Contractors, Inc. believes that vacation time is vital in keeping employee morale high.

Vacation entitlement shall be determined as of January 1 each year. In order to be eligible for full vacation, employees must have worked at least 1,560 hours during the preceding calendar year. Vacation may be taken in half-day increments of time. Vacation days not used by the end of the calendar year will be forfeited.

Forward requests for time off in advance to a supervisor, who may approve or deny the request based on company resources. The company is flexible in approving time off, but please give us at least a month notice. Vacation days are granted only on a full-day or half-day basis.

## Schedule

Regular employees, working at least 1,560 hours during the preceding calendar year, shall be granted vacation in accordance with the following schedule:

<b>Years of continuous service</b>	<b>Vacation Days</b>
• 1-4 Years	5 Days
• 5-14 Years	10 Days
• 15+ Years	15 Days

## Rate of Pay

Rate of vacation pay shall be that which an employee is entitled to at the time such vacation is taken.

### **Termination**

Upon termination, a prorated portion of the current annual vacation pay will be paid to the employee or the employee's designate, in the paycheck including the last day worked. The pro-rate factor will be the number of days in the year, which have expired, divided by the number of days in the year. Any accrued vacation will also be paid at this time.

# Family and Medical Leave Act Policy

The company offers leave consistent with the requirements of the federal Family and Medical Leave Act (FMLA). Under the FMLA, an employee may be eligible for an unpaid family and medical leave of absence under certain circumstances, if the employee has worked as an employee of the company for at least 1,250 hours for 12 months and works within a seventy-five (75) mile radius of fifty (50) or more company employees.

## Reasons for Leave

Employees eligible for FMLA leave may take leave for the following reasons:

- The birth of a child and to care for the newborn child;
- Placement of a child into adoptive or foster care with the employee;
- Care for a spouse, child, or parent who has a serious health condition;
- Care for the employee's own serious health condition;
- Qualifying emergencies arising out of a spouse's, child's, or parent's active duty or call to active duty as a member of the military reserves or National Guard ("Emergency Military Leave"); or
- Care for a spouse, child, parent or next of kin (nearest blood relative) who is (a) an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, therapy, or is otherwise in an outpatient status, or is otherwise on the temporary disability retired list, due to a serious injury or illness incurred or aggravated in the line of duty; or (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veterans Affairs) and who has a serious injury or illness incurred or aggravated in the line of duty while on active duty that arose before or after the member became a veteran ("Military Caregiver Leave").

## Length of Leave

With the exception of Military Caregiver Leave, the maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period.

If both spouses work for the company and are eligible for FMLA leave, the spouses will be limited to a total of 12 workweeks off between the two of them for leave related to the birth, adoption or foster care of a child, and leave to care for the serious health condition of a family member.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period.

If both spouses work for the company and are eligible for FMLA leave, the spouses will be limited to a total of 26 workweeks off between the two of them when the leave is for Military Caregiver Leave or a combination of Military Caregiver Leave with another leave category.

Leave may be taken on an intermittent or reduced schedule in certain circumstances. When leave is taken intermittently, the company may transfer the employee to another position with equivalent pay and benefits, which is better suited to periods of absence.

### **Notice and Certification**

If the need for leave is foreseeable, employees should notify a supervisor 30 days prior to taking FMLA leave. If the need for FMLA leave arises unexpectedly, employees should notify a supervisor as soon as practicable, giving as much notice to the company as possible.

Employees requesting FMLA leave may be required to provide: medical certifications supporting the need for leave if the leave is due to a medical condition of the employee or employee's family member; periodic recertification of the medical condition; and periodic reports during the leave regarding the employee's status and intent to return to work. Employees requesting Military Caregiver Leave, are required to provide: as much advance notice as is reasonable and practicable under the circumstances; a copy of the covered military member's active duty orders when the employee requests leave; and a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources. At the company's expense, the company may also require a second or third medical opinion regarding an employee's own serious health condition. Employees are expected to cooperate with the company in obtaining additional medical opinions that the company may require.

Employees are expected to return to work immediately after the completion of the requested FMLA leave, and employees who have taken leave because of their own serious health condition must submit a fitness-for-duty certification before being allowed to return to work.

### **Use of Paid and Unpaid Leave:**

Subject to certain conditions, the employee or the company may choose to use accrued paid leave (such as sick leave or vacation leave) concurrent with FMLA leave.

### **Benefits**

The company will maintain group health insurance coverage for an employee on family and medical leave on the same terms as if the employee had continued work. If applicable, arrangements will be made for the employee to pay their share of health insurance premiums while on leave. The company may recover premiums paid to maintain health coverage for an employee who fails to return to work from family and medical leave.

If an employee would like the company to maintain other paid benefits during the period of leave, premiums and charges which are partially or wholly paid by the employee must continue to be paid by the employee during the leave time.

FMLA leave will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. However, an employee on FMLA leave does not continue to accrue benefits (e.g., sick leave or vacation leave) during the period of family and medical leave. Questions regarding particular benefits should be directed to Susan Teribery

### **Reinstatement**

Upon returning from FMLA leave, an employee will be restored to his/her original job or an equivalent job with equivalent benefits, pay, seniority, and other employment terms and conditions, to the extent required by the Family and Medical Leave Act. If an employee fails to return to work at the conclusion of the FMLA leave, and has not obtained an extension of the leave, the company may presume that the employee does not plan to return to work and has voluntarily terminated his or her employment.





## **Employee Health and Safety**

# Exposure Control Policy

All employees who come into contact with blood or other potentially infectious material must comply with the requirements of this program, e.g. first aid attendants, supervisors, employees trained in First Aid/CPR/AED. "All employees" includes employees who have occupational exposure and employees who are not anticipated to have occupational exposure but are exposed through an unusual circumstance, e.g. Good Samaritan gesture, etc.

## Program Element Responsibilities

The following person has program responsibilities for the bloodborne pathogen program:

<i>Responsibility</i>	<i>Name</i>	<i>Contact Numbers</i>
<b>Overall site coordination:</b>	Susan Teribery	814-368-7199 work
<b>Secondary site coordination:</b>	John Zimbardi	814-598-3314 work

## List of job classifications in which all employees have occupational exposure:

- Janitorial Employees
- Supervisors

## List of job classifications in which some employees have occupational exposure, including a list of the tasks and procedures in which occupational exposure occurs for these employees:

- Janitorial Employees
- Supervisors

## Universal Precautions

Universal Precautions are measures followed to prevent exposure of employees to blood and body fluids. Universal precautions include hand washing and use of barriers such as gloves, gowns, masks, mouthpieces, and eye protection.

All blood/body fluids and all materials exposed to blood/body fluids must be considered contaminated and potentially infectious. All elements of Universal Precautions must be followed during emergency responses and activities in first aid rooms. All injured individuals must be assumed to be infectious for HIV and other bloodborne pathogens.

Work-related exposure to blood or body fluids may place an employee at risk for acquiring infectious or communicable diseases. This risk is minimized by using basic protective barriers, following Universal Precautions, and practicing good personal hygiene. Good hand washing techniques are the single most effective measures for personal protection. Areas of mucous membranes (eyes, mouth, nose, etc.) must be flushed immediately with water after contact with potentially infectious materials.

Hand washing must be performed:

- After contact with blood/body fluids
- After removal of gloves or other PPE
- Between contact/treatment of two or more employees
- Before putting on gloves or any barriers
- After rendering care
- After leaving an area that has been recently contaminated
- After cleaning dirty objects, areas, spaces, equipment, etc.

### **Personal Protective Equipment (PPE)**

The following disposable personal protective equipment is readily available at no cost to the employee:

- Gloves
- Disposal Bags

PPE must be removed prior to leaving the work area. It must be placed in an appropriately designated area or container for storage, washing, decontamination or disposal. Contaminated clothing must be placed in Regulated Waste Disposal containers at account location.

Contaminated clothing is not to be rinsed or washed at the location of use. If contaminated clothing is to be washed, the individual washing the clothing must wear PPE and must handle the clothing as little as possible with a minimum of agitation.

Gloves must be worn when it can be reasonably anticipated that the employee may have hand contact with:

- Blood/body fluids
- Other potentially infectious material
- Mucous membranes, e.g. eyes, lips, mouth, nose
- Non-intact skin
- Urine or feces

Disposable gloves must be replaced when contaminated, torn or punctured, or otherwise compromised.

### **Disposal of Contaminated Materials**

Contaminated material will be disposed of account in which employee is working at.

Employees are not permitted to dispose of contaminated material unless they are certified by the Red Cross in handling contaminated material.

- Following an injury there may be equipment, floors, clothing, etc. which have been contaminated with blood or body fluids, and they must be cleaned. It is very important to eliminate skin contact with such potentially contaminated surfaces or materials. The surface must be cleaned using a commercially available disinfectant.

**Cleaning and Disinfection Supplies are available at the facility in the custodial closet.**

## **Exposure Reports and Follow-up**

If an employee feels that they have been exposed to a potentially harmful bloodborne pathogen in the workplace, the employee must report this to their supervisor and a confidential exposure report must be made. Employees must report any potential exposure immediately. A confidential medical evaluation and follow-up will occur.

## **Training**

All employees with occupational exposure must participate in a training program. Training is provided as follows:

- At the time of initial assignment to tasks where occupational exposure may take place;
- When changes such as modification of tasks or procedures or institution of new tasks or procedures affect the employee's occupational exposure; and
- At least annually thereafter.

Note: Annual training for employees must be provided within one year of their previous training. Training will be provided by the American Red Cross.

## **Recordkeeping**

### **Medical Records**

The facility maintains required medical records on all employees with exposure or potential exposure to bloodborne diseases. These records are confidential and shall not be released without the expressed written consent of the employee. These records are retained for at least the duration of employment plus 30 years.

### **Training Records**

Training records must be maintained for 3 years from the date on which the training occurred. Training records must include the following information:

- The dates of the training sessions;
- The contents or a summary of the training sessions;
- The names and qualifications of persons conducting the training; and
- The names and job titles of all persons attending the training sessions.

### **Effective Date/Revision Dates**

This written program must be an accurate representation of what is actually in place and must therefore be updated whenever changes are made. The site-specific information must be kept current, and the program must be reviewed annually.

# Hazard Communication Policy

## Purpose

To develop a hazard communication program that informs individuals of hazardous substances to which they may be exposed. This program includes an inventory list of all hazardous substances used, labeling of containers of hazardous substances in the work place, use of Safety Data Sheets (SDS), and implementation of employee training programs and protective measures.

## Objectives

- Provide individuals with information on chemical hazards, safe work practices and emergency procedures.
- Comply with Company and regulatory agency safety and health standards regarding hazard communication.

## Program Element Responsibilities

The overall site coordination for developing and implementing the hazard communication program has been assigned to the Operations Manager.

The program element responsibilities include:

- Review and updates of site-specific information
- Product labeling
- SDS maintenance, availability, and acquisition
- Providing information and training; recordkeeping of training
- Maintaining up-to-date list of Hazardous Chemicals (inventory)

## Procedure for Chemical Users

**Chemical List** – B&T Contractors, Inc. maintains a list of Hazardous Chemicals and Substances, which are located at the main headquarters and in the janitor's closet at each and every facility in which we are working.

**Labeling** – Containers of hazardous products must be legibly and prominently labeled with the following minimum information:

- Identity of Hazardous Chemical(s); and
- Appropriate hazard warnings that convey the specific hazardous effect of the substance, where known, i.e., (“may cause lung damage”) using words, pictograms, and/or symbols that convey the hazards.

Existing Manufacturers' labels shall not be misused, altered or removed. Standard safety labels shall be used whenever possible. Portable containers used by a single individual for immediate transfer (such as a bucket) need not be labeled.



**Safety Data Sheets** – Chemical Users must maintain SDS for every hazardous product on site. SDS are readily available for individual review at any time individuals are in the facility. SDSs are available in the janitor's closet at each facility in which we are working.

**Hazard Evaluation** – Before a new material is introduced into the workplace, a hazard evaluation must be conducted to determine if there are hazards requiring special work procedures, control measures and/or employee training. Where possible, materials of lesser hazard must be substituted. Materials posing unnecessary hazards must be eliminated.

**Employee Training** – Employees must be trained on the following subjects at the time of initial assignment and refreshed quarterly in newsletters thereafter as required by the Company, as well as whenever a new hazard is introduced into their work area:

- Requirements of the OSHA and facility's Hazard Communication Program;
- Location and availability of the facility's written Hazard Communication Program, chemical list and SDS;
- Operations or tasks in their work area involving Hazardous Chemicals and Substances including combustible dusts, including information on the hazards of non-routine tasks occurring at the facility;
- Using and understanding labels;
- Methods and observations that can be used to detect the presence of Hazardous Chemicals in the work area;
- Measures employees must take to protect themselves and the environment during the control and clean-up of routine spills; and
- Methods for determining the hazards associated with non-routine tasks.

The Operations Manager is responsible for providing information and training and maintaining training records.



# First Aid – Emergency Action Policy

B&T Contractors, Inc. employees have limited training in CPR, first aid and AED. Those certified in first aid training must have a valid certificate from the American Red Cross or equivalent training program. In the event emergency where medical providers are necessary, it is the policy of B&T Contractors, Inc. to call 911 and report the need for required assistance. Site-specific protocol is to be followed in the event of injury or illness, when no protocol is in place B&T Contractors, Inc. emergency action plan is to be implemented. All injuries or illnesses must be reported under proper procedure for site-specific facilities. All necessary first aid equipment is to be supplied by facilities in which we are working. In the absence of medical assistance that is reasonably accessible in terms of time and distance to the worksite, a person who has a valid certificate in first aid shall be available to render first aid. First aid equipment at our headquarters is checked annually.

## Minor Injuries or Illnesses

### First Responder:

1. Notify or instruct someone to notify a Supervisor or member of Management.
2. Administer first aid or treatment if trained and certified.

### Supervisor:

1. Administer first aid or treatment if trained and certified.
2. If injury or illness requires further medical care then arrange for transportation to the medical center or hospital. If time does not permit notification, then an ambulance should be called immediately.
3. Notify Operations Manager and/or Owner.
4. Directly ensure immediate unsafe conditions are secured.
5. Conduct an Accident Investigation as soon as possible (no later than the end of the shift) and forward the Accident Investigation Report to Operations Manager and Owner.
6. Operations Manager in conjunction with accident investigation team, to do a full investigation of the accident within 24 hours. All recommendations to correct the unsafe condition should be directed to the appropriate team for prompt correction.

## Serious Injuries or Illnesses

### First Responder:

1. Clear the area of the immediate hazard.
2. Notify or instruct someone to notify a Supervisor or member of Management.
3. Administer first aid or treatment if trained and certified.

### Supervisor:

1. Clear the area of the immediate hazard.



2. Administer first aid or treatment if trained and certified.
3. Instruct someone to call an ambulance if needed. Provide all the information regarding the injury.
4. Place additional personnel in proper areas to direct the ambulance into the facility.
5. Notify Operations Manager and Owner.
6. Supervisor to complete the accident reporting forms as soon as possible, no later than the end of the shift.

**Operations Manager:**

1. Ensure that the victim has received the proper first aid care and is taken to the hospital.
2. Notify injured/ill member's next of kin.
3. Operations Manager, in conjunction with the accident investigation team of the safety subgroup, will investigate the accident within 24 hours.
4. Report unsafe conditions to maintenance to be corrected promptly.
5. Follow up with team member on the condition of injury/illness on following day.
6. Report the injury/illness to the proper corporate and state offices using the necessary forms.

All significant near misses, injuries or illnesses of B&T Contractors, Inc. personnel must be reported by to the customer verbally on the day of their occurrence or on the day, which the employee first became aware of the injury/illness. A significant near miss is an event that could have resulted in serious injuries or property damage. Incident and near miss investigations must determine root cause(s).



# Risk Assessment Policy

## General Policy

The occupational health and safety of all persons employed by B&T Contractors, Inc. and those visiting the organization are considered to be of utmost importance. This policy is designed to ensure the health and safety of all of B&T Contractors, Inc.'s employees, clients, visitors and contractors.

B&T Contractors, Inc. will provide a workplace that is, as far as reasonably practicable: safe and healthy for staff, visitors, contractors and, without risk to the environment, in compliance with the Occupational Health and Safety Administration, national standards and codes of practice as well as other relevant legislation.

## Risk Management

Risk management is the responsibility of everyone in the workplace and should be occurring anytime an employee; volunteer or manager is in a situation that may be different to normal which could potentially cause them to encounter a hazard.

**A hazard is defined as a dangerous condition, actual or potential, which may interfere with work activity.**

Hazards may be identified from accident/incident reports, statistics, inspections and safety surveys. If you identify a hazard in the workplace you should attempt to rectify the situation immediately – providing it is safe to do so. If not, notify management of the hazard using the Hazard Notification Form found within the Employee Handbook, located in each janitor's closet. It is then the supervisor's responsibility to resolve the issue.

A hazard identification and risk assessment must be carried out any time a change is made; this may be in relation to a manual process, the building or work environment, methods or systems of work or through the introduction of new processes or equipment.

A formal hazard identification and risk assessment is to be carried out on a regular basis. Once a hazard has been identified, appropriate steps are to be taken to rectify the situation. The risk management process must include four main steps, these are 1) identify the hazard, 2) assess the risk, 3) control the risk, 4) document, action and monitor the risk.

There are four main steps involved in the process of controlling hazards:

1. Identify the hazards
2. Assess the risk
3. Control the risk
4. Document, action and monitor the risk

Causes of hazards, but not limited to:

Poor training methods	Exposure to harmful substances
Poor working conditions	Lack of warning signs
Inexperienced employees	Poor design of safety equipment
Unsafe operation of equipment	

## Hazard Identification

Hazard identification is the process used to identify all the possible situations in the workplace where people may be exposed to injury, illness or disease. Consider the types of hazards that may exist in the workplace in consultation with employees. Hazards may be identified from accident/incident reports, statistics, inspections and safety surveys.

## Risk Assessment

Risk assessment is the process used to determine the likelihood that people may be exposed to injury, illness or disease in the workplace arising from any situation identified during the hazard identification process. A risk assessment is generally carried out with the assistance of a risk assessment matrix such as the one below. Copies of the matrix for use in assessing risks may be found within the Employee Handbook, located in each janitor's closet.

Use the risk assessment matrix to establish the level of risk. The risk priority is determined by moving down and across the appropriate box on the chart.

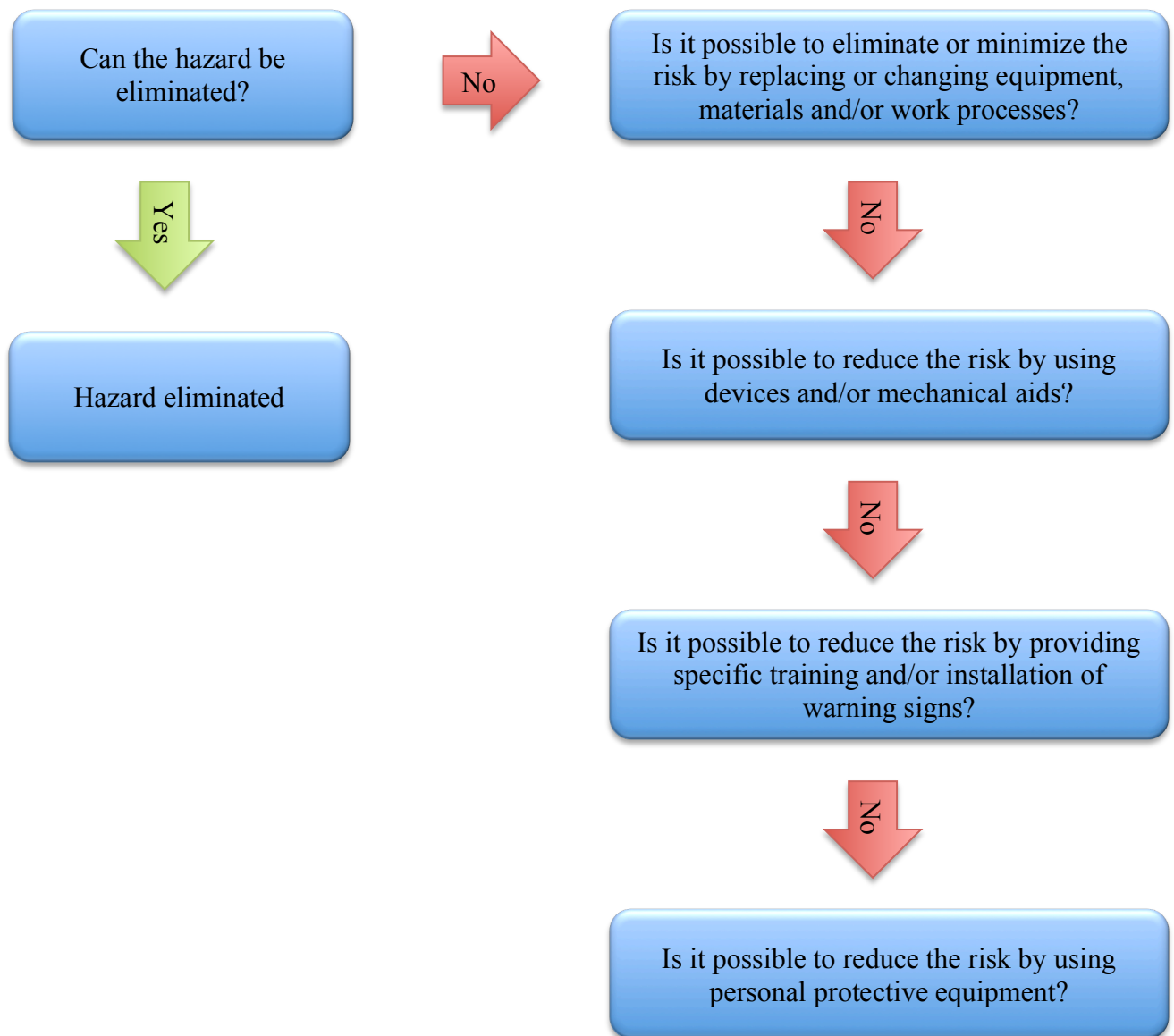
How likely is it for the hazard to cause harm?					
	Very Likely Could happen frequently	Likely Could happen occasionally	Unlikely Could happen, but rare	Very Unlikely Could happen, but probably never will	
How severely could it hurt someone?	Kill or cause permanent disability	6	6	5	4
	Long term illness or serious injury	6	5	4	3
	Medical attention and several days off work	5	4	3	2
	First aid needed	4	3	2	1

\*A number 6 indicates the highest risk level and a number 1 is the lowest. The numbers show you how important it is to do something.

## Risk Control

Risk control is the process used to identify all practicable measures for eliminating or reducing the likelihood of injury, illness or disease in the workplace. This process should be carried out with the assistance of the hierarchy of controls table below.

### Hierarchy of Risk Control



The hierarchy of controls is used to assist in the identification of controls to implement;

- **Eliminate** the hazard/risk where reasonably practicable.
- **Substitute** the hazard/risk with a lesser risk.
- **Isolate** the hazard from the person at risk
- Minimize the hazard/risk by **engineering controls**.
- Minimize the risk by **administrative controls**.

- Using **personal protective equipment**.

### **Document, Action and Monitor**

Document your identified hazards and controls into the Risk Management Action Plan. Managers are responsible for auctioning the controls or refer to someone in a higher position of authority.

The residual risk is to be documented as well. If all reasonably practicable controls have been put in place and the risk remains too high, the supervisor must not allow the activity to be undertaken.

The systems in place are to be reviewed, and the effectiveness evaluated on a regular basis. Should there be a change in the level of risk the process should be repeated.

### **Service Locations**

When an employee or subcontractor is completing work at service locations other than at B&T Contractor's headquarters, it is necessary for the risk assessment to be carried out. The manager and employee will need to complete a risk assessment before work is commenced at that worksite. The risk assessment may be completed either in person or, where this is not practicable, via the telephone. The manager should maintain a record of these assessments. If it is deemed unsafe for the employee to carry out work at the premises an alternative must be undertaken until the issue is resolved.

### **General Hazards**

Where hazards are identified in the workplace, employees must report this to their supervisor and fill out a hazard identification report and/or report of incident or injury as appropriate. The supervisor must undertake a hazard assessment and control review based on the report.

Dependent on the hazard, this may require immediate action if classified as a high risk, or would be placed on a risk management action plan with an appropriate time frame identified for completion. Evaluation of the effectiveness of the control strategy should be undertaken at an appropriate timeframe.

### **Equipment Hazards**

Any person discovering dangerous equipment should immediately report this to the operations supervisor or manager, who will place a **"DO NOT OPERATE"** tag on the equipment, which prevents that equipment from being used until it has been repaired or certified safe to use by an appropriately qualified person.

**"DO NOT OPERATE"** tags are to be observed by all employees. Any employee attempting to operate equipment that has been tagged **"DO NOT OPERATE"** will be subject to disciplinary action.

## **Hazardous Substances and Dangerous Goods**

Hazardous substances and dangerous goods at work are of concern to all employees and therefore must be managed properly.

A hazardous substance is any natural or artificial solid, liquid, gas, vapor or fume, which has the potential to harm the health of persons in the workplace.

Dangerous goods are substances with a severe single exposure risk due to explosion, fire, poisoning or corrosion.

All hazardous substances and dangerous goods are to be appropriately stored. Licenses are to be maintained for any dangerous goods required by legislation. Safety Data Sheets (SDS) relevant to these substances and goods are to be located in the janitor closet of each facility and can be requested at any time.

Training will also be provided to ensure relevant employees understand these responsibilities and have the skills to meet them.

Employees who may be exposed to hazards substances and/or dangerous goods will be informed of the potential hazards associated with the substances they work with.

Appropriate sign posting will be provided for the information of employees where required.

Contractors and sub-contractors must meet B&T Contractor, Inc.'s requirements for the safe use, handling and storage of hazardous substances and dangerous goods before commencing work on the property.

When employees believe they have come in contact with a hazardous substance or dangerous good, they should immediately report it to their supervisor. The risk of known hazardous substances in the workplace are assessed and controlled.

## **Reporting Incidents/Injuries**

If you are involved in an incident, near miss, or sustain an injury you must notify your supervisor immediately and complete an Incident Report Form. This form is to be completed within 24 hours of the incident occurring or the next working day and signed by your supervisor.

Your supervisor will forward the report to the corporate office. If a staff member has suffered a serious injury and is unable to follow the above procedure, the manager must notify the corporate office immediately. If first aid is administered the first aid officer must complete a first aid reporting form and forward it to the corporate office. Failure to promptly notify injuries may result in delays to compensation claims, if any. The Incident Report Form is available via the Employee Services tab at [www.btcontractors.com](http://www.btcontractors.com). If access to the website isn't available please call our corporate office and one can be mailed.

## **Workers Compensation**

If you suffer an injury/illness at work that may require you to take time off work, or seek medical assistance, you are entitled to lodge a claim for workers compensation. If you are classified as having sustained a significant injury (more than 7 consecutive days leave required) you are required to notify your supervisor and complete an Employee's workers compensation claim form from our insurers, in addition to our Incident Report Form. Both forms can be located via the Employee Services tab at [www.btcontractors.com](http://www.btcontractors.com). If access to the website isn't available please call our corporate office and one can be mailed.

# Personal Protective Equipment Policy

The personal protective equipment program is the vehicle in which this company assesses the dangers to each workplace, and the preventive measures (PPE) that can be taken. PPE will be provided to the employee at no cost by B&T Contractors, Inc. or the facility in which they work. These documents are updated annually and are certified by company officials. This policy applies to B&T Contractors, Inc.'s employees.

The forms of protection offered depend on the activity that one is performing. Most commonly used include:

<u>PPE ITEM</u>	<u>ACTIVITY</u>
Safety Glasses/Fixed shields	All production areas and outside work areas
Goggles	Chemical handling, compressed air
Face Shield	Grinding, chipping and chemicals
Ear Plugs	In all facilities in which it is required
Steel-Toe Boots/Shoes	All plant production areas
Dust Masks	Recommended for: grinding, chipping and use of sands
Gloves, work/rubber	For use on janitorial and concrete coating jobs
Bump Caps	In all facilities in which they are required

All references in the B&T Contractors, Inc. Personal Protective Equipment Compliance Standard will be followed. Personal protection areas include; feet and toes, eyes, face, head, hair, ears, fingers and hands.

## Production Area

Our employees are required to adhere to the safety requirements/standards of the facility in which they work. They are required to use PPE based on facility requirements. When requirements aren't in place at facilities the use of PPE is optional and available for employees.

## Eye Protection

Each employee who is exposed to eye or face hazards from flying particles, liquids, acids or caustics, gases, vapors, or potentially harmful radiation, must use eye or face protection appropriate to the hazard.

Suitable protection must be worn when grinding, chipping, painting, burning, using compressed air, operating machinery that causes particles to fly, and at other times where an eye or face hazard might exist. Those working or walking in the vicinity of the above activities shall also have suitable protection. Eye and face protection, including lenses, must be marked to facilitate identification of the manufacturer.

Employees, who wear prescription glasses while working in areas with eye hazards, must either wear approved safety glasses with side shields that incorporate their prescription or wear approved safety glasses or goggles that fit over their prescription glasses. If goggles or glasses are worn over prescription glasses they must not affect the proper position of the prescription glasses and they must be capable of fitting close to the face.

Eye protection with shade numbers that comply with Appendix E of the PPE Compliance Standard must be worn when cutting, welding, or otherwise exposed to injurious light radiation.

### **Hearing Protection**

Hearing protection is required in all facilities in which it is required. The types of hearing protection that are offered include different styles of earplugs and ear muffs are provided by the facilities in which we work. When protection isn't available at facilities we will provide our own.

### **Foot Protection**

Protective footwear is required in all facilities in which it is required. Safety-toe (steel-toe) shoes/boots are mandatory. It is critical to have a shoe/boot that offers maximum protection and good traction to minimize slips and falls. Thin soled, badly worn shoes, sandals, or other un-protective shoes will not be worn in the facilities. Athletic, suede, or mesh shoes do not offer the protection required.

### **Head Protection**

Bump caps are required in all facilities in which they are required. If hard hats are preferred they must be worn with the brim at the front of the head and the adjustment mechanism at the back of the head. Hard hats must be removed from service in accordance with the manufacturer's recommendations.

Persons working in locations which present hair catching on fire hazard shall wear suitable covering that completely covers the hair. Long beards and long hair shall be contained and/or covered when exposure to moving machinery could present a catching hazard.

The method of containing the hair is the prerogative of the individual as long as no hair hangs lower than the normal collar line of a work shirt (tee shirts not included). Note that pony tails are particularly hazardous because they are much stronger than individual strands of hair. If ponytails are desirable, it is preferable to secure them in a bun or otherwise close to the scalp and within the confines of the bump cap.



## **Respiratory Protection**

B&T Contractors, Inc. has a voluntary respiratory PPE program. Dust masks will be provided upon request.

It is incumbent upon each user of the dust mask to insure that they are used only once. Following the single use, dust masks are then discarded in a plant trash receptacle. Reuse of dust masks is not authorized. Should additional masks be required, a supervisor will provide them.

## **Hand & Arm Protection**

Gloves or other hand protection suitable for the required usage will be worn wherever the nature of the work requires protection. Hand protection will be required and used by employees exposed to the absorption or contact with harmful substances, severe cuts or lacerations, severe abrasions, punctures, chemical burns, thermal burns, electrical shock, or temperature extremes. Gloves shall not be worn when operating or working with drills, machine lathes, saws, or other rotating/in-running machinery where their use would create a catching hazard.

- Only exception is for situations involving rotating in-running machinery where their use would create a catching hazard from an in-running nip point. Working with drills, saws or other rotating in-running nip machinery which would pose a potential catching hazard would NOT require the use of gloves.

## **Evaluate PPE**

An annual review is required for each JHA in the facility. This process may identify PPE hazard assessments that need revision. If changes are needed, new PPE hazard assessments are completed and certified.

Defective, damaged, or ineffective personal protective equipment is not to be used.

A hazard assessment must be performed of jobs or tasks suspected to contain hazards which necessitate the use of other (optional) personal protective equipment. The hazard assessment must identify the following:

1. Job Evaluated
2. Person certifying that the evaluation was performed
3. Date of the hazard assessments
4. Document identified as a certification of the hazard assessments

## **Training**

PPE Training is conducted annually based on site-specific protocol for all personnel and includes the following information:

- When PPE is necessary
- When there is a change to PPE
- What specific PPE is required
- How to properly inspect, adjust and wear PPE
- The limitations of PPE



- The proper care, maintenance, storage, useful life, and disposal of PPE
- How to report ineffective PPE

### **Documentation**

Site-specific training and protocol are documented at each facility based on their requirements.

# Hand and Portable Power Tool Policy

**B&T Contractors, Inc. shall ensure that all hand tools are used properly, safely and in accordance with all manufacturers' guidelines.**

## **Authority and Responsibility**

*Supervisors* are responsible for:

1. Identifying hazardous conditions in regards to hand/power tools;
2. Inspecting areas to ensure that this policy is being adhered to; and
3. Providing safety awareness training, as needed.
4. Anticipating all work hazards;
5. Ensuring that all safeguards are utilized;
6. Replacing all damaged tools;
7. Ensuring that tools are being properly maintained by instituting an inspection program;
8. Ensuring employees are trained to use tools properly and in accordance with the manufacturer's instructions; and
9. Taking the appropriate corrective action in accordance with the B&T Contractors Disciplinary Program for employees not complying with this policy.

*Employees* are responsible for:

1. Anticipating all work hazards;
2. Ensuring that all safeguards are utilized;
3. Conducting routine inspections to ensure that tools are properly maintained;
4. Reporting to their supervisor any tool that needs to be replaced;
5. Following all safety guidelines for the use of hand/power tools and according to manufacturer's instructions; and
6. Participating in training provided by B&T Contractors, Inc.

## **General Safety Precautions**

Employees who use hand and power tools and who are exposed to the hazards of falling, flying, abrasive and splashing objects, or exposed to harmful dusts, fumes, mists, vapors, or gases must be provided with the appropriate equipment needed, including Personal Protective Equipment, to protect them from the hazard. Refer to **Personal Protective Equipment** policy.

All hazards involved in the use of power tools can be prevented by following some basic safety rules:

- Keep all tools in good condition with regular maintenance;
- Use the right tool for the job;
- Examine each tool for damage before use;
- Operate according to the manufacturer's instructions;



- Utilize the proper protective equipment. Refer to **Personal Protective Equipment Policy**; and
- Participating in safety training.

Employees and employers have a responsibility to work together to establish safe working procedures. If a hazardous situation is encountered, it shall be brought to the attention of the Supervisor for evaluation and corrective action.

## **Hand Tools**

Hand tools are non-powered. They include anything from axes to wrenches. The greatest hazards posed by hand tools result from misuse and improper maintenance. Some examples of misuse include the following:

- Using a screwdriver as a chisel may cause the tip of the screwdriver to break and fly, hitting the user or other employees;
- Using a tool with a wooden handle (e.g., hammer) if the handle is loose, splintered, or cracked, the head of the tool may fly off and strike the user or another worker;
- Using a wrench if its jaws are sprung, because it might slip; and
- Using impact tools (e.g., chisels, wedges) if they have mushroomed heads, the heads might shatter on impact, sending sharp fragments flying.

Hand tool precautions including the following:

- Employers shall caution employees that saw blades, knives or other tools be directed away from aisle areas and other employees working in close proximity. Knives and scissors shall be sharp. Dull tools can be more hazardous than sharp ones;
- Floors shall be kept as clean and dry as possible to prevent accidental slips with or around dangerous hand tools; and
- Around flammable substances, sparks produced by iron and steel hand tools can be a dangerous ignition source. Where this hazard exists, spark-resistant tools made from brass, plastic, aluminum or wood shall be used.

## **Power Tools**

Power tools can be hazardous when improperly used. There are several types of power tools, based on the power source they use: electric, pneumatic, liquid fuel, hydraulic and powder-actuated.

Power tool users shall observe the following general precautions:

- Never carry a tool by the cord or hose;
- Never remove prongs from any cords;
- Never stand in or near water when using tools;
- Always use a Ground Fault Circuit Interpreter (GFCI) with electrical tools if working in a wet environment;
- Never “yank” the cord or the hose to disconnect it from the receptacle;
- Keep cords and hoses away from heat, oil and sharp edges;



- Replace all frayed and/or damaged extension cords. Do not try to tape cords;
- Disconnect tools when not in use, before servicing and when changing accessories such as blades, bits and cutters;
- All observers shall be kept at a safe distance away from the work area;
- Secure work with clamps or a vise, freeing both hands to operate the tool;
- Avoid accidental starting. The worker shall not hold a finger on the switch button while carrying a plugged-in tool;
- Tools shall be maintained with care. They shall be kept sharp and clean for the best performance. Follow instructions in the user's manual for maintenance, lubricating and changing accessories;
- Maintain good footing and balance;
- Avoid loose fitting clothes, ties or jewelry such as bracelets, watches or rings, which can become caught in moving parts;
- Use tools that are either double-insulated or grounded (three-pronged);
- Keep work area well lighted when operating electric tools;
- Ensure that cords and hoses do not pose as a tripping hazard; and
- All portable electric tools that are damaged shall be removed from use and tagged "Do Not Use". This shall be done by supervisors and/or employees.

## **Guards**

Hazardous moving parts of a power tool need to be safeguarded. For example, belts, gears, shafts, pulleys, sprockets, spindles, drums, fly wheels, chains, or other reciprocating, rotating, or moving parts of equipment shall be guarded if such parts are exposed to contact by employees.

Guards, as necessary, shall be provided to protect the operator and others from the following:

- Point of operation;
- Nip points;
- Rotating parts;
- Flying chips; and
- Sparks.

Safety guards shall never be removed when a tool is being used. For example, portable circular saws shall be equipped with guards. An upper guard shall cover the entire blade of the saw. A retractable lower guard shall cover the teeth of the saw, except when it makes contact with the work material. The lower guard shall automatically return to the covering position when the tool is withdrawn from the work.

## **Safety Switches**

The following hand-held power tools shall be equipped with a momentary contact "on-off" control switch: drills, tappers, fastener drivers, horizontal, vertical and angle grinders with wheels larger than two inches in diameter, disc and belt sanders, reciprocating saws, saber saws and other similar tools. These tools also may be equipped with a lock-on control provided that turnoff can be accomplished by a single motion of the same finger or fingers that turn it on.

The following hand-held powered tools may be equipped with only a positive “on-off” control switch: platen sanders, disc sanders with discs two inches or less in diameter; grinders with wheels two inches or less in diameter; routers, planers, laminate trimmers, nibblers, shears, scroll saws and jigsaws with blade shanks quarter inch wide or less.

Other hand-held powered tools such as circular saws having a blade diameter greater than two inches, chain saws and percussion tools without positive accessory holding means shall be equipped with a constant pressure switch that will shut off the power when the pressure is released.

### **Electric Tools**

Employees using electric tools shall be aware of several dangers with the most serious being the possibility of electrocution.

Among the chief hazards of electric-powered tools are burns and slight shocks, which can lead to injuries or even heart failure.

To protect the user from shock, tools shall either have a three-wire cord with ground and be grounded, be double insulated or be powered by a low-voltage isolation transformer. Anytime an adapter is used to accommodate a two-hole receptacle, the adapter wire shall be attached to a known ground. The third prong shall never be removed from the plug.

Tools shall be shut down before cleaning, repairing or oiling. Disconnect or use Lockout Procedures.

These general practices shall be followed when using electric tools:

- Electric tools shall be operated within their design limitations;
- Gloves, eye protection, and safety footwear are recommended during use of electric tools;
- When not in use, tools shall be stored in a dry place;
- Electric tools shall not be used in damp or wet locations; and
- Work areas shall be well lit, even if this means the operators has to augment the work surface illumination by other appropriate means.

### **Powered Abrasive Wheel Tools**

Powered abrasive grinding, cutting, polishing and wire buffing wheels create special safety problems because they may throw off flying fragments or excessive dust.

Before an abrasive wheel is mounted, it shall be inspected closely and sound- or ring-tested to ensure that it is free from cracks or defects. To test, wheels shall be tapped gently with a light non-metallic instrument. If the wheel sounds cracked or dead, they could fly apart in operation and shall not be used. A sound and undamaged wheel will give a clear metallic tone or “ring.” To prevent the wheel from cracking, the user shall be sure it fits freely on the spindle. The spindle nut shall be tightened enough to hold the wheel in place, without distorting the flange. Follow the

manufacturer's recommendations. Care shall be taken to ensure that the spindle wheel does not exceed the abrasive wheel specifications.

Due to the possibility of a wheel disintegrating (exploding) during start-up, the employee shall never stand directly in front of the wheel as it accelerates to full operating speed.

Portable grinding tools need to be equipped with safety guards to protect workers not only from the moving wheel surface, but also from flying fragments in case of breakage.

In addition, when using a power grinder:

- Always use eye protection and a dust mask;
- Turn off the power when not in use; and
- Never clamp a hand-held grinder in a vise.

### **Pneumatic Tools**

Pneumatic tools are powered by compressed air and include chippers, drills, hammers, and sanders.

There are several dangers encountered in the use of pneumatic tools. The main one is the danger of getting hit by one of the tool's attachments or by some kind of fastener the worker is using with the tool.

Eye protection is required and face protection is recommended for employees working with pneumatic tools. When sanders are used, dust masks shall also be worn.

Noise is another hazard. Working with noisy tools (e.g. jackhammers) requires proper, effective use of hearing protection.

When using pneumatic tools, employees shall ensure they are fastened securely to the hose to prevent them from becoming disconnected. A short wire or positive locking device attaching the air hose to the tool will serve as an added safeguard.

A safety clip or retainer shall be installed to prevent attachments, such as chisels on a chipping hammer, from being unintentionally shot from the barrel.

Screens shall be set up to protect nearby workers from being struck by flying fragments around chippers, riveting guns, staplers or air drills.

Compressed air guns shall never be pointed toward anyone. Users shall never "dead-end" it against themselves or anyone else. It is recommended to use air guns equipped with safety tips that have relief ports to reduce pressure if blockage or dead-ending occurs.

## **Powder-Actuated Tools**

Powder-actuated tools operate like a loaded gun and shall be treated with the same respect and precautions. The use of powder-actuated tools is prohibited until approved by Environmental Health and Safety.

Safety precautions to remember include the following:

- These tools shall not be used in an explosive or flammable atmosphere;
- Before using the tool, the worker shall inspect it to determine that it is clean, all moving parts operate freely, and the barrel is free from obstructions;
- Employees shall not modify tools;
- The tool shall never be pointed at anybody;
- The tool shall not be loaded unless it is to be used immediately. A loaded tool shall not be left unattended, especially where it could be available to unauthorized persons;
- Hands shall be kept clear of the barrel end;
- To prevent the tool from firing accidentally, two separate motions are required for firing: one to bring the tool into position and another to pull the trigger;
- The tools shall not be able to operate until they are pressed against the work surface with a force of at least five pounds greater than the total weight of the tool;
- If a powder-actuated tool misfires, the employee shall wait at least 30 seconds, then try firing it again;
- If it still will not fire, the user shall wait another 30 seconds so that the faulty cartridge is less likely to explode then carefully remove the load. The bad cartridge shall be put in water;
- Suitable eye and face protection are essential when using a powder-actuated tool;
- The muzzle end of the tool shall have a protective shield or guard centered perpendicularly on the barrel to confine any flying fragments or particles that might otherwise create a hazard when the tool is fired. The tool shall be designed so that it will not fire unless it has this kind of safety device;
- All powder-actuated tools shall be designed for varying powder charges so that the user can select a powder level necessary to do the work without excessive force; and
- If the tool develops a defect during use, it shall be tagged and taken out of service immediately until it is properly repaired.

## **Hydraulic Power Tools**

The fluid used in hydraulic power tools shall be an approved fire-resistant fluid and shall retain its operating characteristics at the most extreme temperatures to which it will be exposed.

The manufacturer's recommended safe operating pressure for hoses, valves, pipes, filters and other fittings shall not be exceeded.





## General Policies

# Fire Extinguisher Policy

This plan has been developed to ensure a safe environment for our employees and the community.

All employees at B&T Contractors, Inc. are trained at the time of hire, if applicable and annually thereafter for basic response to incipient stage fires and the use of fire extinguishers. In the event of an emergency or fire, B&T Contractors, Inc. employees are to follow the emergency plan at the facility in which they are working (i.e.: GP, Domtar, Dresser Rand, etc.)

Fire extinguishers are located on B&T Contractors, Inc.'s work trucks, trailers and throughout the office and shop.

Fire extinguishers are visually inspected monthly and inspected yearly by Safetech and taken out of service as necessary.

## **B&T Contractors, Inc. Emergency Phone List:**

Name	Emergency Contact #
1. President – Susan Teribery	Cell: (814) 598-0665
2. Vice President – Kevin Teribery	Cell: (814) 598-4412
3. Operations Manager – John Zimbardi	Cell: (814) 598-3314
4. Operations Manager – Chris Billman	Cell: (814) 706-7266
5. Operations Manager – Ed Stover	Cell: (814) 598-9092
6. Business Development Director – Matthew Teribery	Cell: (814) 598-2485

## **Additional Emergency Phone Numbers as Needed:**

• EPA National Response Center	(800) 424-8802
• Pennsylvania Emergency Management Agency	(800) 424-7362
• McKean County Emergency Management Agency	(814) 887-5070
• Environmental Service Group (Tonawanda, NY)	(800) 348-0316
• CURA-Cleanup Contractor for GP	(800) 579-2872
• Bradford Township Fire Department	911
• Bradford Township Police Department	911
• Bradford Regional Medical Center	(814) 368-4143
• Pennsylvania Department of Health	(814) 362-2203
• City of Bradford Sanitation Dept. (POTW)	(814) 368-6254

# Cell Phone/Electronic Device Use Policy

B&T Contractors, Inc. recognizes that employees are our most valuable asset and that they are the most important contributors to our continued growth and success. Thus, we are firmly committed to employee safety and will do everything possible to prevent workplace accidents.

Crashes attributed to driver distraction are quickly on the rise, in large part because of widespread use of cell phone and other portable electronic devices behind the wheel. In fact, according to the National Highway Traffic Safety Administration, distraction-related fatalities represented 15 percent of all traffic fatalities in 2009. Researchers across the country have found that response times and attentiveness while using a mobile device are as low as those of drunk drivers. In fact, because of the dramatically increased risk of injury and death that comes with texting while driving, the Occupational Safety and Health Administration (OSHA) has stated that companies' legal obligation to create and maintain a safe and healthful workplace includes having a clear, unequivocal and enforced policy against the hazard of texting while driving. To protect employees driving on company business as well as others on the road, B&T Contractors, Inc. developed this Cell Phone/Electronic Device Use Policy, effective 01/01/15.

## Scope and Applicability

The Cell Phone/Electronic Device Use Policy applies to all employees of B&T Contractors, Inc. who fit any or all of the following criteria:

- Driving on B&T Contractors, Inc. business in any vehicle, personal or otherwise
- Driving a company car, whether on company business or not
- Placing work-related calls, whether driving on company business or not
- Using a company-issued cell phone or other electronic device while driving

## Definitions

**Cell Phone** (also known as a mobile phone, smart phone, handheld cell or handset) – a mobile electronic device that engages in telecommunications including voice calls, text messaging/short message service (SMS) and/or e-mail. Cell phones also may include features like complete Internet access, games, multimedia messaging service (MMS), instant messaging (IM) service, digital audio (MP3) players, cameras, radios and global positioning systems (GPS). Any device that engages in these functions is included in this policy.

**Electronic device** – in this policy, electronic device means any portable apparatus that involves user interaction. This includes, but is not limited to, laptops, GPS systems, MP3 players, cameras, pagers and personal digital assistants (PDAs).

**Headset** (also known as hands-free) – an extension of the cell phone either connected to the handset via cord or wirelessly through Bluetooth technology that allows the user to engage in voice communication without holding onto the cell phone itself.

## **Procedures**

The following procedures apply to all B&T Contractors employees falling under the conditions outlined above in **SCOPE AND APPLICABILITY**.

## **State Laws**

B&T Contractors, Inc. is not responsible for any traffic violations or parking tickets acquired by violation of city ordinance, state or federal laws regarding your driving habits and operation of your motor vehicle. Any ticket issued is the employee's responsibility, even if the ticket is issued while conducting business for B&T Contractors, Inc.

Note that cell phone driving laws vary greatly by state, and it is the employee's responsibility to be familiar with and abide by such laws. This is especially important for employees who travel on company business. Some states have laws banning all drivers from talking on handsets but permit the use of headsets. Others have laws prohibiting text messaging (sending, receiving and reading) while behind the wheel.

As of November 2010, except for novice drivers and drivers of school buses, no state has completely banned all types of cell phone use (handheld and hands-free); however, all B&T Contractors, Inc.'s employees must comply with the company Cell Phone/Electronic Device Use Policy on top of abiding by any state or local regulations addressing the matter.

## **Commercial Truck Drivers**

Federal legislation prohibits drivers operating Commercial Motor Vehicles (CMV) from texting using electronic devices, and provides sanctions including fines and possible license suspension for drivers convicted of texting while operating CMVs.

For CMV drivers, texting includes:

- Short message services
- E-mailing
- Instant messaging
- Commands or requests to access a website
- The use of social media
- Engaging in any other form of electronic text retrieval or electronic text entry for present or future communication

Texting does not include:

- Reading, selecting or entering a telephone number, an extension number or voicemail retrieval codes and commands into an electronic device to make or receive a telephone call
- Using voice commands to make or receive a telephone call
- Inputting, selecting or reading information on a global positioning system or navigation system
- Using a device capable of performing multiple functions (such as fleet management systems, dispatching devices, citizens band radios and music players: for purposes other than texting.

All of B&T Contractors, Inc.'s drivers must follow these federal regulations.

### **General Procedures**

- The use of cell phones while driving is strictly prohibited – this includes all functions of the cell phone including, but not limited to phone calls, text messaging/SMS, e-mail, MMS, internet sue, camera, social media, etc.
- The use of electronic devices – including laptops, PDAs, cameras and pagers 0 while driving is strictly prohibited unless specifically outlined below
- Voicemail must handle all calls while driving, and calls may only be returned when stopped or pulled off the road.
- Passengers making or taking calls for the driver is permissible provided the interaction doe not affect the driver's performance
- Regular callers must be informed that you will not be available while driving and should be notified of the best times to call based on driving schedule
- Employees who receive calls from co-workers who are driving are obligated to ask that the co-worker call back at a more appropriate time

### **Headset/Hands-Free Use**

The use of headsets or hands-free devices while driving is permissible IF:

- Device is pre-approved by B&T Contractors, Inc. for use.
- Use of the device does not cause distraction (i.e., fiddling with the device or taking eyes off road to get it to function properly)
- Any dialing or use of the handset is handled while stopped or pulled to the side of the road
- Conversations do not interfere with the driver's ability to drive safely
- Road conditions are generally good and do not threaten your safety

### **Emergency Calls**

The only exception to the cell phone use policy is calls placed to 911. If placing or accepting an emergency call, keep it short and use a hands-free option if available. Pull over if practicable.

### **GPS Systems**

B&T Contractors, Inc. understands that sometimes, especially when traveling in unfamiliar areas, drivers require assistance with directions. GPS systems are extremely helpful devices, but they can also be distracting if used improperly. Employees must adhere to the following:

- Mounted GPS systems may not block or obstruct the driver's view in any way
- GPS systems must be voice narrated and must not require that the driver look away from the road to follow instructions
- Employees may not program the system while in motion
- Programming or otherwise engaging with the GPS screen may only occur while stopped or while pulled off the road

### **MP3 and Other Audio Devices**

In some cases, worrying about music selection or touching dials and buttons on the radio, MP3 player or other audio device may be just as dangerous as cell phone use. It takes eyes and concentration off the road, which is not permissible under B&T Contractors, Inc.'s policy. B&T Contractors, Inc. does allow employee use of personal, portable audio devices. However, while the company does not want to eliminate employees' ability to enjoy music while behind the wheel, certain guidelines are in place:

- Employees may not take eyes off the road to adjust music settings
- Programming music settings while stopped, pulled off the road or before departing is permissible behavior
- Employees may not under any circumstances use MP3 players or other handheld electronic audio devices with headphones – not only is it illegal in most states, it also impedes the driver's ability to properly hear warning signs, signals or sirens



# Forms

# Cell Phone/Electronic Device Use Policy Form

The No. 1 on-the-job fatality is transportation incidents, and at B&T Contractors, Inc., it is our job to enforce procedures that mitigate this risk. It is for your safety, as well as the safety of everyone else on the road, that the company has put this Cell Phone/Electronic Device Use Policy in place.

All employees are expected to understand when this policy applies and follow all procedures. As technology evolves, B&T Contractors, Inc. also expects employees to use common sense and err on the side of caution when assessing electronic device use while driving. The company encourages all employees to take a proactive approach to road safety, so B&T Contractors, Inc. expects employees to report any problems or known violations of this policy to their supervisor.

Prior to working on any B&T Contractors, Inc.'s job site, each employee is expected to have read the entire Cell Phone/Electronic Device Use Policy, which includes

- Purpose
- Scope and Applicability
- Definitions
- Procedures
  - State Laws
  - General Procedures
  - Headset/Hans-Free Use
  - Emergency Calls
  - GPS Systems
  - MP3 and Other Audio Devices

If you have any uncertainty or questions regarding the content of these policies, you are required to consult your supervisor. This should be done prior to signing an agreeing to the B&T Contractor's Cell Phone/Electronic Device Use Policy.

I have read and understand B&T Contractors, Inc.'s Cell Phone/Electronic Device Use Policy, and I understand the requirements and expectations of me as an employee. I agree to adhere to all provisions and procedures outlined in the policy, and I understand that failure to do so will result in discipline up to and including termination.

Date: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_



# Drug and Alcohol Policy Consent Form

I hereby acknowledge receipt of B&T Contractors, Inc.'s Drug and Alcohol Policy regarding drugs and alcohol. I have read and understand this policy. I understand that refusal to submit to any drug testing required by this policy or a positive test result is grounds for disciplinary action up to and including termination. Furthermore, I authorize the release of the test results to my employer, and/or on post-accident tests, the Company's workers' compensation insurance carrier and understand that refusal to these results is grounds for disciplinary action up to and including termination. I understand that if I test positive for drugs or alcohol following an on-the-job accident, I may be ineligible for worker's compensation benefits or have benefits reduced as allowed by law.

I recognize that the Company's policy on drugs and alcohol does not constitute an expressed or implied contract of employment.

As a condition of continued employment, employees must sign the attached consent form and comply with the policy.

I have read and understand this policy and will abide by it as a condition of my employment.

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_



# Drug Test Consent Agreement Form

Date: \_\_\_\_\_

I voluntarily consent to testing by a doctor, medical center, hospital, laboratory or medically qualified personnel.

Furthermore, I release B&T Contractors, Inc. from any liability incurred from this testing requirement.

Employee Name: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

# Incident Report Form

Date of incident: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

Name of injured person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Date of birth: \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

Who was injured person?(circle one)      Employee      Sub-Contractor

Type of injury: \_\_\_\_\_

Details of incident: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Injury requires physician/hospital visit?      Yes \_\_\_\_\_ No \_\_\_\_\_

Name of physician/hospital: \_\_\_\_\_

Address: \_\_\_\_\_

Physician/hospital phone number: \_\_\_\_\_

\_\_\_\_\_  
Signature of injured party

\_\_\_\_\_  
Date

\*No medical attention was desired and/or required.

\_\_\_\_\_  
Signature of injured party

\_\_\_\_\_  
Date

Return this form to supervisor and/or corporate office within 24 hours of incident.

# Hazard Notification Form

Name of person reporting hazard: \_\_\_\_\_ Date: \_\_\_\_\_

Account name: \_\_\_\_\_ Location: \_\_\_\_\_

Was there an injury? Yes \_\_\_\_\_ No \_\_\_\_\_

Description of the hazard: \_\_\_\_\_

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Possible solutions/corrections: \_\_\_\_\_

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Signature of Employee/Sub-contractor

Date

## **For office use only:**

Supervisor name: \_\_\_\_\_

Priority level: Routine \_\_\_\_\_ Priority \_\_\_\_\_

Corrective action taken: \_\_\_\_\_

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Signature of Employee/Sub-contractor

Date

# Employee Disciplinary Report Form

Name: \_\_\_\_\_

Work Place: \_\_\_\_\_

Date of Incident: \_\_\_\_\_

Action to be taken: ☐ Warning☐ Dismissal

This report is to be made part of the official record of the above-mentioned employee:

- |  |  |
|--|--|
| 1. <input type="checkbox"/> Unexcused absence                  | 11. <input type="checkbox"/> Violation of safety rules             |
| 2. <input type="checkbox"/> Tardiness                          | A. <input type="checkbox"/> Horseplay/Fighting                     |
| 3. <input type="checkbox"/> Drinking while on duty             | B. <input type="checkbox"/> Failure to wear provided PPE           |
| 4. <input type="checkbox"/> Improper conduct                   | C. <input type="checkbox"/> Abuse of provided PPE                  |
| 5. <input type="checkbox"/> Dishonesty                         | 12. <input type="checkbox"/> Defective & improper work             |
| 6. <input type="checkbox"/> Use of illegal drugs while on duty | 13. <input type="checkbox"/> Theft                                 |
| 7. <input type="checkbox"/> Failure to follow directions       | 14. <input type="checkbox"/> Violation of company rules of conduct |
| 8. <input type="checkbox"/> Carelessness                       | 15. <input type="checkbox"/> Other: _____                          |
| 9. <input type="checkbox"/> Leaving without permission         | _____  |
| 10. <input type="checkbox"/> Substandard work                  | _____  |

Supervisor remarks: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Employees Remarks: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_

**I have read this report.**

Signature of Employee: \_\_\_\_\_

The above reference or references have been recorded.

Offense number:      1 ☐              2 ☐              3 ☐

Last offense date: \_\_\_\_\_

Additional remarks: \_\_\_\_\_

\_\_\_\_\_

# Mutual Agreement to Arbitrate

This Mutual Agreement to Arbitrate (“Agreement”) is for the purpose of resolving claims by arbitration and is mutually binding upon both me and my employer **B&T Contractors, Inc.** (hereinafter referred to as “Company”) and any other entity owned, controlled, or managed by the Company. The following contains the terms and conditions of the binding Agreement, which I agree to entirely.

## Introduction:

I agree to arbitrate and resolve any and all employment-related disputes between the Company and affiliate entities and myself. I understand that the consideration for this Agreement is my employment, or continued employment, with the Company and the different benefits that go along with employment with the Company, including the promises and commitment made in this Agreement. I understand that the purpose of this Agreement is to provide both the Company and myself a way in which claims or disputes may be resolved by binding arbitration rather than litigation in recognition of the fact that resolution of any differences in the courts is rarely time or cost effective for either party, the Company and I have entered into this Agreement to establish and gain the benefits of a speedy, impartial, and cost-effective dispute resolution procedure. I understand that arbitration is for the purpose of resolving disputes between me and the Company. As such, I agree that I am waiving my right to file, participate or proceed in class or collective actions (including a Fair Labor Standards Act (“FLSA”) collective action) in any civil court or arbitration proceeding, including but not limited to receiving or requesting notice from a pending collective action, to the extent permitted by law. Therefore, I agree that I cannot file or opt-in to a collective action under this Agreement, unless agreed upon by me and the Company in writing. In no way does this Agreement serve to preclude me from bringing an unfair labor practices claim against the Company pursuant to the National Labor Relations Act.

## Disputes Covered:

Any matter covered under this Agreement or concerning the legality or interpretation of this Agreement shall be heard and decided under the provisions and authority of the Federal Arbitration Act, 9 U.S.C. § 1 as applicable. For purposes of this Agreement, an employment-related dispute includes, but is not limited to, **all disputes**, including statutory and common law claims, whether under state, federal, or local law, including, but not limited to, theories arising from breach of implied or express contract, implied covenant of good faith and fair dealing, constructive discharge, wrongful discharge, negligence, gross negligence, false imprisonment, fraudulent concealment, worker’s compensation retaliation, intentional infliction of emotional distress, misrepresentation, personal injury, claims arising from work-related activities, unsafe workplace, unlawful discrimination, retaliation or harassment, sexual harassment, violations of Title VII of the Civil Rights Act of 1964, as amended, Age Discrimination in Employment Act (ADEA), Americans With Disabilities Act (ADA), Family and Medical Leave Act (FMLA), Fair Labor Standards Act, (FLSA), Patient Protection and Affordable Care Act (ACA), whistle blowing, wrongful termination in violation of public policy, and defamation. I acknowledge that any employment dispute directly or indirectly affecting my Company shall be subject to binding arbitration, including disputes against supervisors and managers that involve my employment.

Notwithstanding, either party may seek temporary injunctive relief through a court of competent jurisdiction, pending final resolution of the dispute in Arbitration.

In the event that I execute a separate *written* binding and enforceable contract with the Company to govern any particular aspect of my employment relationship, including but not limited to confidentiality or non-competition agreements, I agree that, to the extent of any conflict with this Agreement, the express terms regarding the resolution of disputes contained in the separate *written* binding and enforceable contract shall control. I also acknowledge that this Agreement applies to all employment disputes, regardless of when it arises, including disputes that arise or are asserted after I leave the Company. Furthermore, I understand that this Agreement applies to any dispute that occurred before or after I sign this Agreement.

Under this Agreement, I understand that the arbitrator may grant any remedy or relief that the arbitrator deems just and equitable, including any remedy or relief that would have been available to me or the Company, had the matter been heard in court. This authority includes the right to award compensatory and exemplary damages, attorney's fees, costs, and other remedies to the extent those remedies would be available under applicable law in court. Additionally, I acknowledge that under this Agreement, while I may not file a lawsuit to resolve a dispute against the Company, that I may file a complaint with a federal, state, or other governmental administrative agency regarding legally protected rights. For Claims covered by this Agreement, arbitration is the Parties' exclusive remedy.

#### **Arbitration Procedure:**

For purposes of this Agreement, arbitration shall be conducted before a neutral arbitrator agreed upon by the Parties, independent from any organization; such arbitration shall be conducted under the American Arbitration Association ("AAA") National Rules for the Resolution of Employment Disputes, unless the Parties agree to use other rules or procedures. Should the Parties be unable to agree upon a neutral arbitrator for whatever reason, then the Parties shall agree upon a neutral organization (AAA, JAMS, or National Arbitration Forum) to ensure that the Parties' commitment to binding and final arbitration of their employment disputes is fulfilled; such an arbitration shall be conducted under the rules of that neutral organization, unless the Parties agree to use other rules or procedures. The Party seeking to arbitrate a dispute must submit written notice of the claim to the mutually selected arbitrator or to a neutral arbitration organization (in the event the Parties have not agreed on a neutral arbitrator) within the time period prescribed by the statute or common law cause of action under which the claim is brought. The Parties under this Agreement will have full rights to legal representation in the arbitration process.

#### **Discovery:**

The parties shall be entitled to engage in discovery in the form of request for documents, interrogatories, requests for admissions, physical and/or mental examinations and depositions; however, each side shall be limited to three depositions and an aggregate of 30 discovery requests of any kind, including sub parts, except as mutually agreed to by the parties. Physical and/or mental examinations must be justified under the standards set forth by the Federal or Pennsylvania Rules of Civil Procedure. A deposition of a corporate representative shall be limited to no more than four designated subjects. At a mutually agreeable date, the parties will

exchange lists of experts who will testify at arbitration. Each side may depose the other side's experts, and obtain the documents they reviewed and relied upon, and these depositions will not be charged to the parties' aggregate limit on discovery requests or the three deposition limit. Any disputes concerning discovery shall be resolved by the arbitrator, with a presumption against increasing the aggregate limit of requests; additional discovery requests shall be granted only upon a showing of good cause.

### **Arbitration Fees & Costs:**

Each party will pay for their attorney if a party wishes to be represented by an attorney. Pursuant to this Agreement, the Company will pay costs associated with the arbitration except for any filing fees(s) associated with the initiation of arbitration.

### **Miscellaneous:**

This Arbitration Agreement includes all of the foregoing recitals, statements and acknowledgements relating to the Parties' intention and agreement to arbitrate all employment disputes. If any of the foregoing terms or clauses of this Agreement are determined to be in violation of any law, rule or regulation or otherwise unenforceable, that determination shall not affect any of the remaining terms or clauses of this Agreement. All other clauses shall remain in full force and effect. In the event that any provision of this Agreement shall finally be determined to be unlawful, there shall be substituted a provision of similar import reflecting the original intent of the Parties to resolve their disputes through binding arbitration. This Agreement shall survive the termination of my employment and can only be revoked or modified by a writing signed by the Parties. *This Agreement does not alter the at-will employment relationship between the Company and me.*

I understand that this agreement is effective from the date of my employment, ten calendar days after I receive this agreement, or when I sign it (whichever is earlier). This agreement is changing the terms of my employment, and I understand that my continued employment constitutes acceptance of this agreement. If I do not sign this agreement within 10 days of receiving it, my continued employment constitutes agreement to all terms and conditions set forth in this agreement. I also understand that it restricts both parties' rights to sue on any employment dispute(s), including those that occurred before the date I sign, or otherwise agree, below.

I have read the agreement above carefully and have been given the opportunity to consider the terms and effect on me. BY my signature below, or continued employment, I knowingly and voluntarily agree to be bound by the terms and conditions of this agreement. I understand that in the event I fail to sign this agreement, my continued employment constitutes my agreement.

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Employee Name

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Employee Signature

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Date



## Receipt and Acknowledgement for Employee Handbook

This is to acknowledge that I have received a copy of the employee handbook, dated, < \_\_\_\_\_ > 20< \_\_\_\_ >. This handbook sets forth the terms and conditions of my employment as well as the rights, duties, responsibilities and obligations of my employment with B&T Contractors, Inc. I understand and agree that it is my responsibility to read and familiarize myself with all of the provisions of the handbook. I further understand and agree that I am bound by the provisions of the handbook, particularly the provision relating to mandatory, binding arbitration of any employment-related dispute. I understand that by agreeing to arbitration, I am waiving the right to a trial by jury of the matters covered by the “Mutual Agreement to Arbitrate” provisions of the handbook.

I understand that except for the “Terms of Employment” provisions of this handbook, B&T Contractors, Inc. reserves the right to amend, modify, rescind, delete, supplement or add to the provisions of this handbook as it deems appropriate from time to time in its sole and absolute discretion. However, no amendment or modification of the “Terms of Employment” provisions of this handbook shall be effective unless made in writing and signed by the President of the Company. The Company will attempt to provide you notification of any other changes as they occur.

I understand that nothing in this handbook creates or is intended to create a promise or representation of continued employment and that employment at B&T Contractors, Inc. is at will. My signature below certifies that I understand the foregoing agreement on at-will status is the sole and entire agreement between B&T Contractors, Inc. and my-self concerning the duration of employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings and representations concerning my employment with B&T Contractors, Inc.

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_