



Building the Future

**U.S.
STAFF
HANDBOOK**

THIS HANDBOOK IS NOT A CONTRACT OF EMPLOYMENT

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INTRODUCTION TO TURNER

PREFACE

This handbook provides reference to the employment policies of The Turner Corporation and its wholly-owned subsidiaries (“Turner” or “the Company”), and the benefits currently offered to its staff employees. Whether you are new to the Company, or have been with us for some time, you will find it a helpful summary of some of our policies, practices, and benefits. Please read this handbook carefully and familiarize yourself with the information contained herein. Your immediate supervisor, your Human Resources representative or the Headquarters Human Resources Department can answer any questions that you may have. **The information contained in this handbook supersedes what is contained in any and all prior handbooks.**

Employee health and welfare benefits that are offered by the Company are more fully described in our Summary Plan Descriptions, which are regularly reviewed and modified as the need arises. The Summary Plan Descriptions for the various plans are accessible to all employees at www.turnerbenefits.com. If there are any differences between this handbook and any Summary Plan Description, the Summary Plan Description prevails.

This handbook is a summary of Turner policies, and the complete version of each policy is accessible on Turner Knowledge Network (“TKN”) by clicking on “Policy Links” under Turner Resources > Human Resources. The information on TKN will always be the most up-to-date. In the event of any inconsistency between the information in the Staff Handbook and the policies and documents found on TKN, the policies on TKN will govern.

The provisions of this handbook are not contractual. The policies stated are guidelines only and, with the exception of our policy on “at-will” employment, are subject to change without advance notice, at the sole discretion of Turner, as are all other policies, procedures, benefits, practices, or other programs of Turner. From time to time, you may receive updated information concerning changes in policy. This handbook is NOT a contract of employment. At all times, Turner remains solely responsible for the interpretation of the provisions in this handbook and their application.

EMPLOYMENT-AT-WILL

Unless an employee is given a written contract signed by the Chairman of The Turner Corporation, the President of Turner Construction Company, or other designated officers, specifying an employment term, the status of every Turner employee is as an EMPLOYEE-AT-WILL. This means that an employee has no contractual right, express or implied, to remain in Turner’s employ, and that an employee may resign or Turner may terminate employment at any time with or without cause. Also, please understand that no supervisor, manager, or other representative of Turner has the authority to make any verbal promises, comments, or statements of any kind regarding Turner’s policies, procedures, or other issues that are legally binding on the Company.

INTRODUCTION TO TURNER

WELCOME LETTER

Welcome to Turner.

You have joined a company that truly appreciates the strength that new members bring. They offer their unique experiences and knowledge and help carry our company forward. I encourage you to speak up; engage with your colleagues, share your strengths and learn from theirs.

The policies and standards within this handbook are in place to further a company culture that emphasizes our core values, encourages connection between staff members, business partners, and clients, and supports our staff both personally and professionally as they grow in their careers.

Thank you for choosing to join our company.

A handwritten signature in black ink, appearing to read 'P. Davoren', followed by a long horizontal stroke.

Peter Davoren
President and Chief Executive Officer

INTRODUCTION TO TURNER

CORE VALUES

The strength of any organization and its ability to endure begins with its values—the collective heart and soul of the organization. It is essential to understand what is important and what must be the foundation of every element of the organization, from its competitive strategies to the actions taken daily by its people. Values should be a constant, in good times and bad.

There are three enduring, core principles that have guided our organization since its founding. Throughout our history, we've held true to these values and they are the base of our successes and achievements over the past century.

Teamwork: We are people focused.

We recognize our primary asset is people. To be successful, Turner must be a rewarding place to work. We provide opportunity and encouragement to help our people reach their potential. We work with our clients as a team. Mutual respect provides the foundation for our success.

Integrity: We are ethically based.

We remain true to our founding values of quality, honesty and hard work. We have the highest ethical standards in the industry. We “do the right thing.” Turner is a business based on trust. Turner is consistently associated with high standards of service, quality, personal attention to clients, and integrity. Because of this reputation, the company has the privilege of leading some of the highest profile, often one-of-a-kind, projects in the world.

Commitment: We are client driven.

We are proactive in finding solutions for our clients that best achieve their goals. Lasting relationships are the lifeblood of our business. We want the client to feel that our staff is even more committed to the effort than their own staff ... that's what distinguishes us. Personal attention to our clients as individuals ... caring about them as individuals. Our founder, Henry C. Turner, referred to our clients, appropriately, as our “respected friends.”

INTRODUCTION TO TURNER

HISTORY

Two young engineers, Henry C. Turner and DeForest H. Dixon, formed Turner Construction Company in New York on May 6, 1902. The Company was based on the core values of teamwork, integrity, and commitment. Today, the company's reach is global, and each of its offices upholds its founder's vision to provide valuable services to clients, build partnerships in the community, and deliver important resources such as schools, hospitals, workplaces, and social and cultural centers.

Henry Turner's insistence on quality of service, hard work, and responsiveness to client needs remains the company credo and has led to its success in a competitive industry. The company's ability to address changing conditions and demands, find and serve diverse markets, and expand its services, has resulted in the company growing far beyond its founder's dreams.

But the world is changing, and so is Turner. Even though business as usual has meant adhering to the highest of standards, it is no longer enough. There are a multitude of obstacles, including increased competition, and more complex and demanding technology, and Turner must address these challenges.

The construction industry is filled with buzzwords and phrases: "We want to do things differently," or "We have to be innovative," or "We need more teamwork and collaboration!" Turner transforms these vague concepts into concrete ways of doing business. The company uses sustainable systems and practices while implementing new and better approaches to deliver client projects.

Using the principles of Lean construction, Turner finds ways to minimize waste and maximize use of time, labor, and materials. Planning is integral, collaboration is key, and the result is an uninterrupted workflow, which helps deliver a project to the full satisfaction of the client.

Turner has become the leading industry proponent of the transformational construction tool and process Building Information Modeling (BIM). With BIM, the company builds its project twice: the first time digitally, so that every member of the building team can see a fully detailed, 3D model of the project before ground is broken; the second time in the field, after construction activities are fully coordinated.

As a founding member of the U.S. Green Building Council, Turner has long been involved in environmentally sensitive building practices. In addition to building green, Turner has implemented sustainable company practices, including reducing greenhouse gas emissions, seeking LEED Certification for Turner offices, establishing a set of sustainability standards for field offices and jobsite trailers, and implementing a Construction Waste Management plan that has removed tens of thousands of tons of construction waste from landfills each month.

INTRODUCTION TO TURNER

HISTORY *(continued)*

Upon the retirement of former President Howard S. Turner, the nephew of founder Henry Turner, Howard said, “To lead this company, itself a leader among builders, has been an honor and an exciting opportunity for which I am most grateful. Turner has always been known for its depth of talent, regularly fed from the best of each year’s college graduates. The company’s growth will, as in the past, be based on the character and high standards of the Turner staff, its commitment to serve its clients, and the satisfaction all Turner people feel in making a contribution to building lasting monuments of our civilization.”

It is striking how much Turner has changed over the years, and how much it has stayed the same. “A promise made is a promise delivered,” rings as true today as it did in 1902. By investing in leading-edge technology, and updating and refining processes, Turner has adapted to the needs of a changing world, and risen to meet its challenges. Over one hundred and ten years after its inception, Turner looks toward a future bright with possibility. Together we are “Building the Future.”

For more information, visit Turner’s website at www.turnerconstruction.com.

ETHICS AND COMPLIANCE

The management of Turner believes that we are fortunate to have loyal, compliant, and ethical employees at all levels of the Company. Turner is continuing its strong and industry-leading dedication to ethical business practices and employee conduct with its Compliance Policy, which is designed to protect the Company and our employees.

We thank our employees for their efforts as they continue to help protect Turner by following the law and our compliance policies, thus ensuring the future of our personal and professional reputations as well as the reputation and future of the Company going forward in an increasingly compliance driven environment.

The Turner Construction Company Business Conduct Policy Statement may be found on TKN. It is your responsibility to read, acknowledge reading, and agree to abide by the Policy in a certification, which is also available on TKN. Signing the certification is a condition of your continued employment at Turner.

In addition, the Company has provided an indexed Compliance Guidelines Resource on TKN to assist you with common everyday compliance issues and rules that apply. **It is not a substitute for legal or other compliance advice, and you should never hesitate to contact our compliance counsel** at compliance@tcco.com whenever you wish and no matter how simple you think your inquiry may be. It never hurts to ask and Turner’s business units do not pay for compliance inquiries made to compliance counsel. It is critically important that you ask for help from our compliance counsel whenever you feel even the slightest need to do so.

INTRODUCTION TO TURNER

ETHICS AND COMPLIANCE (*continued*)

Turner has also adopted a policy on use and retention of consultants, a model contract for consultants with due diligence requirements, a policy on bribery and foreign officials, and a compliance policy specifically for Turner International.

The links to all compliance-related policies are located under Ethics & Compliance on the TKN home page.

Ken Winfield is the Director of Compliance and leads the development, implementation and enhancement of the company's compliance policies, programs and practices and serves in an advisory role across the entire business, ensuring best practice and adherence to the company's compliance and regulatory policies and procedures.

As Director of Compliance for Turner Construction, Ken reports to Patrick Blake, SVP and Chief Legal Officer for Turner Construction.

To simplify access to the Compliance Department, Turner employees may send an e-mail to compliance@tcco.com, which will be routed to Ken and Patrick. If you wish to contact them directly, Ken can be reached at kwinfield@tcco.com, in his office at 212-229-6485; Patrick can be reached at pblake@tcco.com, in his office at 212-229-6184.

All of Turner's employees are responsible for protecting Turner's reputation by their personal conduct and by accepting the responsibility to report situations when the conduct of others places our reputation at risk. Therefore, if you wish to report a violation of the law or Turner's policies, or if you have a concern that such a violation may have taken place, and you are not comfortable speaking with your superiors, you may call the Turner hotline at **1-800-738-1924**. You may call in confidence and anonymously if you prefer.

Thank you for your support in ensuring that we continue to deliver our services by the principles on which this company was founded.

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DIVERSITY AND INCLUSION MISSION STATEMENT

Turner fosters a culture of diversity and inclusion in which all employees contribute creative ideas, seek challenges, and have the opportunity to grow. Our diverse and inclusive workforce positions the company to grow, enhances our presence in diverse markets, and helps us build enduring relationships with each other, industry partners, and our clients.

EQUAL EMPLOYMENT OPPORTUNITY

Turner has long recognized its responsibility to extend Equal Employment Opportunity to all individuals. The Company's Affirmative Action Program supports this policy with positive procedures and objectives to ensure fair employment practices.

The Turner Corporation and its subsidiaries continue to demonstrate and administer strong diversity and affirmative action efforts throughout the entire organization. Our long-term commitment to provide equal and nondiscriminatory employment opportunity to all persons based on qualifications and merit, without regard to race, sex, gender, gender identity, gender expression, transgender status, sexual orientation, pregnancy, childbirth and other pregnancy-related conditions, color, national origin, ancestry, age, creed, religion, citizenship, marital status (including registered domestic partners), parental status, disabilities (mental or physical), medical condition, genetic information, military or veteran status (including protected veteran status), or any other protected characteristic or status has not and will not waver. Nondiscriminatory treatment at all levels of employment with regard to recruitment, hiring, training, promotions, benefits, compensation and all other employment-related factors is included in this Company-wide policy. Only the merit of the individual measured against objective and valid job requirements shall be considered.

All employees are expected to adhere to this Equal Employment Opportunity Policy. Turner employees must comply with all federal, state, and local laws prohibiting discrimination in employment, including discrimination based on race, sex, gender identity, sexual orientation, pregnancy, childbirth and other pregnancy-related conditions, color, national origin, ancestry, age, creed, religion, citizenship, marital status (including registered domestic partners), parental status, disabilities, genetic information, status as a protected veteran, and any other protected characteristic or status. The Company expects the organizations with which it does business to share this commitment.

Any employee or applicant for employment who feels that he or she has been the victim of discrimination should contact their Operations Manager, Project Executive, or Department Head; local Human Resources Director or Manager; or the Vice President of HR Operations.

The Company forbids retaliation of any kind (including harassment, intimidation, threats, coercion or discrimination) against any individual who files a charge of discrimination, reports or otherwise objects to harassment or discrimination, assists, testifies, or participates in an equal employment proceeding, or otherwise exercises any other right protected under applicable equal opportunity employment laws.

INTRODUCTION TO TURNER

EQUAL EMPLOYMENT OPPORTUNITY (*continued*)

Turner recognizes that progress in diversity and affirmative action efforts requires more than policy statements alone. The Company, therefore, will make every effort to implement the letter and spirit of the law. To further the principle of equal and nondiscriminatory employment opportunity for all, Turner has developed affirmative action plans for minorities, women, individuals with disabilities, and protected veterans. These plans, or relevant portions of them, are available for your inspection upon request. In order to ensure proper implementation of these plans, I have selected Karen Sweeney, Senior Vice President of Community and Inclusion, as the Equal Employment Opportunity (EEO) Officer for Turner. Please ask the HR department in your local Turner office for more information regarding these plans.

A copy of this EEO policy and the local EEO policy (where applicable) will be prominently posted at Turner facilities as required. Any applicant or employee may request assistance in reading or otherwise obtaining the information included in this policy.

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ANTI-HARASSMENT

Caring for our people is always Turner's most important objective. We are dedicated to creating the right environment that is equitable, inclusive, and free from bias and hate, so we can be at our best at all times. Turner has zero tolerance for sexual and other unlawful harassment by or against employees, applicants, interns, volunteers, clients, independent contractors, vendors or non-employees of Turner (collectively, "Included Individuals"), at a Turner work site or when you are involved in any Turner business relationship as part of your job. Sexual and other unlawful harassment of employees or other individuals occurring in the workplace or in other settings in connection with their employment or engagement is unlawful and prohibited. This policy applies to all incidents of alleged harassment, including those which occur off premises, or off-hours, whether the alleged offender is a supervisor, manager, co-worker or even a third-party non-employee with whom you may be involved in any business or potential business relationship. This policy applies regardless of an individual's immigration status.

To maintain a workplace free from sexual and other unlawful harassment, the following procedures are in place to manage any such inappropriate conduct. Further, any retaliation against an individual who has complained about sexual or other unlawful harassment, or retaliation against individuals for cooperating with an investigation of a harassment complaint, is similarly unlawful. Turner is committed to a work environment where all are treated with respect and dignity. This is what we stand for, and anything less will not be tolerated.

Turner takes allegations of sexual and other unlawful harassment seriously. We will respond promptly to complaints of harassment and where it is determined that such inappropriate conduct has occurred, we will act to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual and other unlawful harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual or other unlawful harassment or otherwise violates this policy.

SEXUAL HARASSMENT

Definition of Sexual Harassment

Turner specifically prohibits workplace sexual harassment, which it considers a form of employee misconduct. Workplace or work-related sexual harassment constitutes discrimination and is illegal under federal, state and local laws and will not be tolerated. The prohibition against sexual harassment applies equally to male and female employees, and includes harassment where the harasser and the victim are the same sex or the opposite sex such as men toward men, women toward women, men toward women, and women toward men. It also includes harassment on the basis of sexual orientation, self-identified or perceived sex, gender expression, gender identity and transgender status.

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For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

- (i) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or a third party's engagement;
- (ii) Submission to or rejection of such conduct is used as or threatened to be used as the basis for employment decisions affecting an individual's employment (such as favorable reviews, salary increases, promotions, increased benefits or continued employment); or
- (iii) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive environment, even if the complaining individual is not the intended target of the sexual harassment.

Other sexually-oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment, depending upon the totality of the circumstances:

- Unwelcome sexual advances, whether they involve physical touching or not;
- Requests for sexual favors in exchange for actual or promised job benefits, such as a favorable review, salary increase, promotion, etc.
- Sexual epithets, slurs, jokes, written or oral references to sexual conduct; gossip regarding one's sex life; comments on an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Sending or circulating, whether in print or electronic form, literature or communications (articles, magazines or e-mails) of a sexual nature;
- Inquiries into one's sexual experiences;
- Discussion of one's sexual activities;
- Sex stereotyping, i.e., actions indicating that a person's conduct or personality traits are inappropriate because they may not conform to others' ideas or perceptions about how individuals of a particular sex should act or look;
- Other conduct directed toward a person because of his or her gender or sexual orientation; and
- Other verbal or physical conduct of a sexual nature

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Complaints of Sexual Harassment

Any of our employees or other included individuals who believe that they have been subjected to sexual harassment, should promptly file a complaint, in writing or verbally, with a Turner Project Manager, Operations Manager, Project Executive, Department Head or Human Resources Director/Manager. These individuals are also available to discuss any concerns you may have and provide information about our policy on sexual harassment and complaint process. You can also raise the issue directly with a Turner business unit General Manager or equivalent senior executive, or Senior Human Resources Director. You may also follow Turner's internal complaint and grievance procedure to resolve complaints by contacting compliance@tcco.com or call The Network at 888-738-1924.

Any supervisor or manager who has reason to suspect harassment or retaliation is occurring must notify a Turner Human Resources Director/Manager.

Please be aware that early reporting and intervention have proven to be the most effective methods of resolving actual or perceived incidents of harassment. Turner expects prompt reporting of complaints or concerns so that rapid and constructive action can be taken. We will make every effort to stop alleged harassment, but can only do so with the cooperation of our employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it stop. Turner also encourages but does not require individuals who believe they are being harassed to promptly notify the offender that his or her behavior is unwelcome.

Retaliating against an individual who has complained about sexual harassment, and/or against individuals for cooperating with an investigation of a sexual harassment complaint, is unlawful and will not be tolerated by Turner. However, if after investigating any complaint of harassment, Turner determines that the complaint is frivolous and was not made in good faith, or that false information regarding the complaint was provided, disciplinary action may be taken against the employee who filed the bad-faith complaint or who gave the false information.

All complaints will be kept confidential to the maximum extent possible, and this confidentiality should be maintained whether employees are involved in the complaint or investigation or otherwise become aware of the complaint. There is a duty to report any conduct that they believe violates this policy. In addition, every employee and included individual has a duty to cooperate with any investigation conducted by Turner, regardless of whether the investigation is being conducted by Turner officials or outside parties retained for this purpose.

Sexual Harassment Investigation

Complaints and allegations will be promptly investigated in a fair, timely, and thorough manner that provides all parties appropriate due process and reaches reasonable conclusions based

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on the evidence collected. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation may include a private interview with the person filing the complaint and with any witnesses. We may also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we may, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If the result of the investigation indicates that corrective action is called for, such action may include disciplinary measures up to and including immediate termination of the employment of the offender (if a Turner employee) or other appropriate remedial measures (if the offender is not a Turner employee).

Turner's complaint and investigation process strives to maintain confidentiality to the extent practicable, provide timely responses, conduct impartial and timely investigations by qualified personnel, document and track investigations for reasonable progress, engage in appropriate options for remedial actions and resolutions, and provide for timely closures.

OTHER UNLAWFUL HARASSMENT

Turner strongly supports the rights of all its employees and included individuals to work in an environment free from all forms of unlawful harassment, including harassment on the basis of age, ancestry, ethnicity, color, religious creed (including religious dress and grooming practices), disability (mental and physical) including HIV and AIDS, marital status, partnership status, medical condition (cancer and genetic characteristics), genetic information, citizenship, military and veteran status (including protected veteran status and past, current, or prospective service in the uniformed services), national origin (including language use restrictions), race (including traits historically associated with race, including but not limited to hair texture and protected hairstyles), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), sexual and reproductive health decisions, gender (including gender nonconformity and status as a transgender or transsexual individual, gender identity, and gender expression), sexual orientation, caregiver status, domestic violence victim status, and any other characteristic protected under applicable federal, state, or city law.

Unlawful harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of a protected characteristic, and that:

- (a) creates an intimidating, hostile or offensive working environment;
- (b) unreasonably interferes with an individual's work performance; or
- (c) otherwise adversely affects an individual's employment opportunities.

Unlawful harassing conduct includes, but is not limited to:

- epithets;
- slurs;
- negative stereotyping;

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- threatening, intimidating or hostile acts that relate to a protected characteristic;
- written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of a protected characteristic, and that is placed on walls, bulletin boards, or elsewhere on the Turner's premises, or circulated in the workplace on paper or electronically.

Turner prohibits unlawful harassment or retaliation of any kind. Any violation of this policy should be reported in accordance with the complaint procedure in the Sexual Harassment policy and the complaint will be handled in the manner set forth in that procedure. If the result of the investigation indicates that corrective action is called for, such action may include disciplinary measures up to and including immediate termination of the employment of the offender (if a Turner employee) or other appropriate remedial measures (if the offender is not a Turner employee).

Employee's Responsibility

- All employees and other included individuals should avoid contributing directly or indirectly to any form of harassment in the workplace.
- Report any observed or potential harassment promptly and confidentially to Turner management and/or to the Human Resources Director/Manager.
- Cooperate fully in any investigation in a discreet, confidential, and sensitive manner. Failure to cooperate may be grounds for disciplinary action.

Supervisor's Responsibility

- Maintain an open-door policy for employees to communicate potential concerns at an early stage and seek counsel from Turner's Human Resources Director/Manager.
- Take all complaints or concerns of alleged or possible harassment seriously, no matter how minor or who is involved.
- Report any alleged incidents or receipt of formal complaints immediately to the appropriate management and to Turner's Human Resources Director/Manager.
- Cooperate fully in any investigation and maintain confidentiality to the extent possible.
- Take appropriate action to prevent retaliation or prohibited conduct from reoccurring during and after any investigations or complaints.
- Communicate support of the policy and guidelines throughout the organization.
- Make sure that all employees and other individuals within your area of responsibility are aware of this policy, ensure that personnel decisions are in compliance with this policy, and initiate corrective action (after consulting with Turner Human Resources Director/Manager, Operations Manager, Project Executive or the Senior Human Resources Director) when improper behavior is observed or reported.

Supervisors who knowingly allow or tolerate harassment or retaliation are in violation of this policy and subject to disciplinary action.

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Prevention Program

Avoidance of harassment and sexual harassment requires constant supervisory and management awareness. Publication of this policy reaffirms the Turner's desire to eliminate any form of harassment. Anti-harassment training is provided to all employees throughout Turner annually, or as otherwise required by state or local law. The resulting work environment should be one sensitive to harassment and sexual harassment issues and one positioned to prevent violations. We trust that all our employees will continue to act responsibly to establish and maintain a harassment-free working environment.

Last Revision: July 2021

INDIVIDUALS WITH DISABILITIES

Turner complies with the Americans with Disabilities Act ("ADA") and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities.

The Turner Corporation, including Turner Construction Company and its other construction subsidiaries, through its managers, shall recruit, hire, train and promote in all job classifications without regard to whether a qualified individual who can perform the essential functions of the job, with or without reasonable accommodation, has an impairment which substantially limits a major life activity or has a disability as defined in any applicable federal, state or local disability law.

Managers will also ensure that other personnel actions, such as those involving compensation, benefits, leaves, transfers, and terminations, will be administered so as not to discriminate against such individuals. In accordance with the ADA, Turner will keep all medically-related information confidential, and retain such information in separate confidential files.

Requests for accommodations must be made in writing to the Human Resources Director or Manager for the individual's business unit. Upon receipt of an accommodation request, the Human Resources Director or Manager will meet with the requesting individual to engage in an interactive assessment with the employee and discuss and identify the precise limitations resulting from the disability and the potential accommodations that Turner might make to help with those limitations. Employees requesting reasonable accommodations due to a disability may be required to provide documentation from a medical provider of the employee's workplace limitations.

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RELIGIOUS ACCOMMODATION & HOLIDAYS

Turner recognizes that some employees may wish to observe certain days that are not included in the Company's regular holiday schedule. Accordingly, employees may utilize up to three paid days off for bona fide religious observances per year with advance notice of 30 days, and subject to business unit or project/ department management approval. Please note that this time off does not carry over from year to year and is not paid out upon separation from the company.

Additionally, Turner recognizes that some religious practices may require additional accommodations related to an employee's workplace, schedule, or other aspects of employment. These accommodations should be discussed with the employee's department manager or project executive and the local HR team to ensure the employee's needs are met while not imposing an undue hardship on company operations. The purpose of these accommodations is to support our employees; however, all employees are expected to fulfill their job duties and responsibilities to their projects and departments.

DOMESTIC VIOLENCE AND THE WORKPLACE

Turner disapproves of violence against women, men, or children in any form, whether as an act of workplace violence or in any employee's personal life. Domestic violence can spill over into the workplace, compromising the safety of both victims and co-workers and resulting in lost productivity, increased health care costs, increased absenteeism, and increased employee turnover. The Company is committed to full compliance with all applicable laws governing domestic violence in the workplace, and to promoting the health and safety of its employees.

Employment decisions will not be based on any assumptions about or knowledge of whether a job applicant or employee is currently or has ever been a victim of domestic violence.

The Company will abide by all state and local laws granting leave time for domestic violence victims or witnesses to such violence, to appear in court, consult with an attorney, or otherwise exercise their rights.

Information related to an employee being a victim of domestic violence will be kept confidential, to the extent permitted by law and policy, and will not be divulged without the consent of the employee, unless the Company determines that maintaining such confidentiality puts the victim or other employees at risk of physical harm, or that divulging such information is required by law, or is necessary to enforce an order of protection.

EMPLOYMENT

PRIVACY OF EMPLOYEE RECORDS

Employee information is maintained in a computer database and in an official personnel file located in the business unit Human Resources Department.

The computer database contains, among other things, salary and payroll information, employment assignment history, addresses, educational background, licenses, foreign language abilities, and employee benefit plan coverage information. The personnel file contains only the personnel information that is required by federal, state, or local law; performance reviews; correspondence, and supporting action forms. Access to the information in the computer database and in the personnel file is limited to members of the Human Resources and Payroll Departments, certain officers, business unit management, and certain Technology Services personnel, as appropriate. A personnel file cannot be removed from the Human Resources Department unless authorized by the Vice President of HR Operations.

Turner will comply with any relevant state and local laws governing inspection of personnel records.

You have a responsibility to keep your personnel records up-to-date. You can make most of your changes on TKN > My DIY. For changes that cannot be made through My DIY you can request updates to your personnel information by notifying your local Human Resources representative. All such requests should be made in writing.

EMPLOYMENT VERIFICATION AND REFERENCES

Employment checks and credit inquiries received by the Company or its employees will be handled in a confidential manner. By phone, the Company will state only that the individual is or was an employee and will provide dates of employment. Additional information such as salary or title will not be given or confirmed over the phone. Requests for additional employment information must be submitted in writing, and written requests will be answered only after the Company has received a signed authorization from the employee to release the information. Unless otherwise required by law, employment references to prospective employers with respect to present or former employees will be limited to confirming employment and dates of employment.

The Headquarters Human Resources Department answers all official, governmental, or legal inquiries regarding current or former employees. Any employee who receives such a request or inquiry concerning a current or former employee should refer the request to their local business unit Human Resources representative for forwarding to Headquarters Human Resources. Unemployment and Social Security forms received from federal or state agencies will be completed and returned without the employee's prior approval. Garnishments will be processed in accordance with the law and the employee will be notified of the action taken. Inquiries from law enforcement authorities will be answered in accordance with the law.

EMPLOYMENT

EMPLOYMENT VERIFICATION AND REFERENCES (*continued*)

Managers should not provide employment references for current or former employees. Any other requests should be directed to local Human Resources. Except for Human Resources Managers or Directors, in accordance with this policy, employees are prohibited from providing any references (positive or negative), in any forum (electronic or otherwise) for any current or former Turner employees. Employees may, however, provide recommendations for the benefit of current or former employees who are applying for a degree-granting program at an accredited college or university.

TERMINATION OF EMPLOYMENT

Turner recognizes the at-will relationship between the Company and its employees and that voluntary and involuntary terminations will occur. You may end your employment at any time and for any reason. The Company reserves the same right to end your employment at any time, with or without cause, for any reason that does not violate the law.

Voluntary Terminations

- **Resignation:** You officially ask to be separated from the Company. When possible, you should submit written or e-mail notice of your resignation to your immediate manager at least two weeks in advance.
- **Failure to Report:** If you fail to report to work as scheduled and fail to notify management of absences for three (3) consecutive workdays, you will be considered to have voluntarily resigned.
- **Failure to Return from Leave of Absence:** Voluntary termination occurs when you fail to return from any leave of absence by the predetermined end date of the leave unless the Company has agreed, in writing, to extend the date.

Involuntary Terminations

- **Reduction-in-Force:** Typically occurs when business conditions necessitate a permanent or indefinite reduction in the workforce or the elimination of a position.
- **Release:** Your employment may be terminated when you engage in unsatisfactory conduct, fail to perform your job assignment in an appropriate or satisfactory manner, or violate Company policy, or for any other reason in the sole discretion of the Company.

Nothing in the description of the types of terminations in any way alters an employee's at-will status.

EMPLOYMENT

TERMINATION OF EMPLOYMENT *(continued)*

Upon termination of employment, you will be required to return all Company property, including without limitation, mailing lists, reports, files, memoranda, records, computer hardware, software, credit cards, door and file keys, computer access codes or disk and instructional manuals, and other physical, personal or intellectual property which you received or prepared or helped prepare in connection with your employment with the Company, and you cannot retain any copies, duplicates, reproductions or excerpts thereof.

Final Pay and Unused Vacation

Any unused vacation days will be calculated on a pro-rated basis according to the vacation accrual schedule and paid according to any state laws.

EMPLOYMENT CLASSIFICATION

REGULAR EMPLOYEES

A regular employee is one who is hired for an indefinite and unspecified duration of time and is scheduled to work a specified work schedule each week.

Full-time salaried status

- Employees scheduled to work 30 or more hours per week who are paid on a salaried basis.
- Generally eligible for all Turner benefits subject to individual plan requirements, and any other benefits required by applicable law.

Part-time salaried with benefits status

- Employees scheduled to work at least 20 hours per week, but fewer than 30 hours per week, who are paid on a salaried basis.
- Eligible for the following benefits:
 - Health and Welfare (medical, dental, etc.) – Eligible the first of the month following or coincident with date on which regularly scheduled hours are 20 or more per week.
 - TRIP (Turner Retirement Investment Plan) - 401(k) – Eligible the first of the month following or coincident with date on which regularly scheduled hours are 20 or more per week. Included in the automatic enrollment process.
 - Company Holiday Pay – Eligible to receive Holiday Pay based on the hours they would have worked on that day, subject to the local office or project schedule.
 - Vacation – Eligible for vacation pay on a pro-rated basis. *Example:* An employee working 20 hours a week who has five years of service would be eligible for three weeks of vacation, which would be pro-rated to 60 hours.
 - Turner Appreciation Program – Eligible for End of Year Premium Pay under the same rules as a full-time employee, based on salary. *Example:* An employee working more than 20 hours a week but fewer than 30 has been with the company for over a year. The program will look at his/her salary and calculate the amount for one-half month.
 - Sick Days – Eligible for this benefit based on the same rules as a full-time employee, but on a pro-rated basis. *Example:* An employee working 20 hours a week would be eligible for a maximum of five (5) sick days in a year (full-time employees are eligible for up to 10 days).

EMPLOYMENT CLASSIFICATION

REGULAR EMPLOYEES *(continued)*

Part-time salaried with benefits status *(continued)*

- Short Term Disability and Long Term Disability – Eligible for these benefits based on the same rules as a full-time employee, but on a pro-rated basis and subject to any applicable plan requirements.
- Workers' compensation, unemployment insurance and Social Security.
- Statutory disability (where required).
- Any other benefits required by applicable law.

Part-time salaried without benefits status

- Employees scheduled to work fewer than 20 hours per week and who are paid on a salaried basis.
- Eligible for workers' compensation, unemployment insurance, Social Security and statutory disability (where required).
- Eligible for the TRIP 401(k) plan, as provided for and subject to the Plan Document.
- Eligible for any other benefits required by applicable law.

Hourly-paid status

- Employees paid on an hourly basis, regardless of the number of hours they work each week.
- Eligible for workers' compensation, unemployment insurance, Social Security and statutory disability (where required).
- Eligible for any other benefits required by applicable law.

EMPLOYMENT CLASSIFICATION

TEMPORARY EMPLOYEES

A temporary employee is one who is hired for a specific period of time as provided below.

Interns and Co-op Employees

- Employees currently pursuing a degree program of interest to Turner, who work with us at intervals—typically over the course of multiple semesters during one or more academic years (co-op), or during a summer or winter break or breaks (intern). Co-op students always receive academic credit for the work they do for Turner, whereas interns may or may not receive academic credit, depending on the rules of their school's internship program.
- Interns and co-op employees are hired in as level 0 temporary employees. They can work full-time or part-time, and can be paid on a salaried or hourly basis.
- With the exception of workers' compensation, unemployment insurance, Social Security, and any other benefits required by applicable law, interns and co-op employees are not eligible for the benefits and privileges described in this handbook.
- In the event that an intern or co-op employee is later hired on as a regular full-time employee, they will receive credit for their prior employment period with regard to benefit plan eligibility and credited service, in all events subject to the terms of the plans.

Temporary Employees

- A temporary employee is one who is hired on a part-time or full-time basis for a specific project or assignment or for a limited period of time that is less than one year.
- With the exception of workers' compensation, unemployment insurance, statutory disability (where required), Social Security, and any other benefits required by applicable law, temporary employees are not eligible for the benefits and privileges described in this handbook.
- In the event that a temporary employee is later hired on as a regular full-time employee, they will receive credit for their prior employment period with regard to benefit plan eligibility and credited service, in all events subject to the terms of the plans.

EMPLOYMENT CLASSIFICATION

EXEMPT/NON-EXEMPT EMPLOYEES

Exempt Employees

Employees classified as exempt based on the federal Fair Labor Standards Act (“FLSA”) or applicable local guidelines are not eligible for overtime compensation. For both full-time and part-time exempt employees, salary constitutes compensation for all hours worked regardless of the number of hours worked in a workweek.

Non-Exempt Employees

Employees classified as non-exempt based on the FLSA or applicable local guidelines are eligible for overtime compensation for hours worked in excess of forty (40) in one workweek, or as required by state law.

SALARY ADMINISTRATION

PAY TRANSPARENCY NONDISCRIMINATION PROVISION

Turner will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by Turner, or consistent with our legal duty to furnish information.

WORKWEEK

Generally, your regularly scheduled work days will be Monday through Friday. For payroll purposes and for purposes of calculating overtime, the workweek generally begins on each Sunday (at 12:01 a.m.) and ends on Saturday at midnight. Managers, however, are entitled to adjust the workweek to account for project needs.

OVERTIME COMPENSATION (Non-California employees only)

Overtime may be necessary to address work overflows encountered during peak periods, or resulting from unanticipated events. From time to time, employees may be required to work beyond their normally scheduled hours. Non-exempt employees who are required and authorized to work overtime will receive overtime pay in accordance with the FLSA, state laws, and the company's compensation policies as described below.

Overtime compensation will be paid to non-exempt employees under the following conditions:

- The designated manager must approve the overtime in advance; in other words, before the employee actually works the overtime. Non-exempt employees who work overtime hours without prior authorization may be subject to disciplinary action.
- Time and one-half (1½ times the hourly rate) is paid for hours worked in excess of 40 hours in any workweek, unless otherwise mandated by any applicable state or local law.
- "Hours worked" means time actually spent working for the benefit of Turner.
- Turner Company holidays are counted as hours worked when calculating overtime.
- Leaves of absence, vacation, disability days, or any other time away from work (even if these days are compensated) *are not* considered hours worked for purposes of computing overtime pay.
- Meal periods are not counted as hours of work and non-exempt employees may not work through their meal period without permission from their supervisor or manager.

SALARY ADMINISTRATION

OVERTIME COMPENSATION (California employees only)

Overtime may be necessary to address work overflows encountered during peak periods, or resulting from unanticipated events. From time to time, employees may be required to work beyond their normally scheduled hours. Non-exempt employees who are required and authorized to work overtime will receive overtime pay in accordance with the FLSA, state laws, and the company's compensation policies as described below.

Overtime compensation will be paid to non-exempt employees under the following conditions:

- The designated manager must approve the overtime in advance; in other words, before the employee actually works the overtime. Non-exempt employees who work overtime hours without prior authorization may be subject to disciplinary action.
- Time and one-half (1½ times the hourly rate) is paid for hours worked in excess of 8 hours in any workday; double time (2 times the hourly rate) is paid for hours worked in excess of 12 hours in any workday.
- Time and one-half (1½ times the hourly rate) is paid for hours worked in excess of 40 hours in any workweek in the event that hours worked did not exceed 8 hours on any given day during that workweek. For example, an individual working 7 hours each day for 6 days during a workweek would have worked 42 hours that week and would be entitled to 2 hours' pay at 1½ times the hourly rate.
- Time and one-half (1½ times the hourly rate) is paid for the first 8 hours worked on a seventh consecutive workday in one workweek; double time (2 times the hourly rate) is paid for hours worked in excess of 8 hours on a seventh consecutive workday in one workweek.
- "Hours worked" means time actually spent working for the benefit of Turner.
- Turner Company holidays are counted as hours worked when calculating overtime.
- Leaves of absence, vacation, disability days, or any other time away from work (even if these days are compensated) *are not* considered hours worked for purposes of computing overtime pay.
- Meal periods are not counted as hours of work and non-exempt employees may not work through their meal period.

OVERTIME APPROVAL

Employees must have approval before working overtime. The Department Head, Project Executive or another member of the project team authorized by the General Manager or designee are the only individuals who may approve overtime work. Notwithstanding the foregoing, employees are required to report all time worked, even if the employee works unauthorized overtime.

SALARY ADMINISTRATION

PAYDAYS AND PAYCHECKS

All employees are paid bi-weekly (every other week) on Friday. No paychecks will be distributed before payday.

The Company offers direct deposit of your paycheck through the payroll system. For those who select direct deposit, your pay statement will be available on TKN > My DIY > My Paycheck and Tax Information.

For those who receive checks for cashing, your paycheck will be mailed out directly by the Headquarters Payroll staff to the home address on record. Beyond replacement of the check, the Company assumes no liability if a check is lost or delayed by the mail service.

Any employee who feels that an improper salary deduction has been made should alert their Human Resources representative. All complaints will be investigated, improper deductions will be repaid, and good faith efforts will be made to assure improper deductions do not happen again.

TIMESHEETS

To ensure compliance with all federal and state reporting guidelines, all employees are responsible for ensuring that entries on their timesheets are accurate and complete. Falsifying timekeeping records may result in termination of employment. Unless previously approved by business unit management, completing any information on another employee's timekeeping record, or allowing another employee to make entries on your timekeeping record are serious violations of policy, and will result in disciplinary action up to and including termination of all parties involved.

SALARY INCREASES

Merit-based salary increases generally occur once a year, and are based on performance, goals and accountability measures. The increases are discretionary as determined by the management of each employee's business unit. Among the factors taken into account in the sole discretion of management are each employee's performance as well as the company's and business unit's success. There are no cost of living increases.

SALARY ADMINISTRATION

TURNER APPRECIATION PAY PROGRAM

All regular full-time and part-time salaried employees working 20 or more hours per week are eligible for an annual Appreciation Pay award. This includes End of Year Premium Pay (“EOYPP”) and Discretionary Pay.

EOYPP is provided as follows:

- Employees hired prior to July 1 of the year in which the Appreciation Pay award is being made will receive one-half ($\frac{1}{2}$) of monthly base salary.
- Employees hired on or after July 1 of the year in which the Appreciation Pay award is being made will receive one-fourth ($\frac{1}{4}$) of monthly base salary.
- The base salary used in computing the EOYPP is the base salary in effect on November 1st. For employees hired between November 1st and December 1st, the base salary on the date of hire will be used for calculating EOYPP.

The Discretionary Pay Award is generally provided to employees in Levels 4 and above based on Turner’s profitability and how each business unit performs in a variety of key business metrics. Discretionary Pay Awards are made at the sole discretion of the Company and are not tied to the labor or services of any employee.

If you are on an approved Leave of Absence as defined elsewhere in this handbook you are eligible for Appreciation Pay.

Employees hired on or after December 1st are not eligible for Appreciation Pay awards in the year of hire.

Appreciation Pay awards will not be paid to anyone who is not a Turner employee at the time the payments are made, who has been notified of their termination for cause, or who has given notice of their intent to resign from Turner.

Appreciation Pay awards are generally paid in December.

SALARY ADMINISTRATION

SEVERANCE PAY

The Company, in its sole discretion, may provide severance benefits to regular full-time employees who have worked for the Company for at least three (3) months and have been involuntarily terminated. Severance pay is not guaranteed just because an employee is terminated from service. The Company may grant severance pay to full-time employees, based on their service since their most recent date of employment or reemployment (whichever is later), as follows:

Company Service	Severance
3 months but less than 1 year	¼ month's base pay
1 year but less than 3 years	½ month's base pay
3 years but less than 5 years	1 month's base pay
5 years but less than 7 years	1½ months' base pay
7 years but less than 10 years	2 months' base pay
10 years and over	3 months' base pay

Severance pay is based on the employee's base annual salary rate at the time of termination notice. The above schedule is just a guideline and any severance pay may be increased, decreased, or denied at the company's sole discretion. In order to receive severance pay, an employee must sign and agree to abide by the separation agreement and a general release prepared by the Company. Any severance benefits paid under this policy may, at the Company's sole discretion, be offset by any payment that may be required by the Worker Adjustment and Retraining Notification Act ("WARN Act"), or any similar federal, state, or local statute, or by any amount that the employee may owe the Company.

Severance benefits under this policy are available only to full-time regular employees who are involuntarily terminated from the Company, excluding those who are (i) terminated for failing to satisfactorily perform their assigned duties and/or for misconduct, as determined in the Company's sole discretion; (ii) terminated pursuant to an employment contract that has expired; (iii) terminated upon a sale or merger of part or all of the Company; (iv) offered a transfer or transferred to a corporation or other business organization that wholly or partially owns the Company, or to a wholly or partially-owned subsidiary of such corporation or other business organization; or (v) offered a transfer or transferred to any other business unit or wholly or partially-owned subsidiary of the Company.

If you are receiving severance pay and you are subsequently reemployed by the Company, your severance benefits will cease immediately. In addition, any future severance benefits you may receive under this policy will be calculated based on your years of Company Service as measured from your reemployment date.

The Company reserves the right to amend and/or terminate this policy at any time and retains the exclusive discretion and authority to interpret, construe and apply the terms of the policy.

EMPLOYEE DEVELOPMENT

DEVELOPMENT COUNSELING AND PERFORMANCE APPRAISAL

Your immediate supervisor formally reviews your performance at least once a year. Early in your employment with Turner you may receive additional appraisals at the discretion of the business unit management. Factors considered are the quantity and quality of work, the manner in which you assume the responsibilities of your position, the personal qualities and skills demonstrated in the performance of your work, and your ability to establish good relationships with co-workers and people outside the Company, such as suppliers, subcontractors, owners, architects, and public officials.

In conjunction with these performance reviews, your supervisor will discuss your progress with you. This development counseling is intended to point out your strengths and growth areas in order to help you advance to your fullest potential. While the performance review will serve as a factor in any possible pay increase considerations, the review is primarily designed to assist you in better understanding how well you performed your job and what you may need to do to attain greater success and advancement in the future. It is not a guarantee of a salary increase or continued employment.

Successive levels of supervisory management review development appraisals. Your supervisor is available to help you, and you should feel free to discuss your work and goals with him or her. If you have any concerns and you feel that further discussion would be helpful, contact your Department Head, Operations Manager, Project Executive, or Human Resources representative, who will arrange to have the proper person review your progress with you.

ABSENCE FROM WORK

ATTENDANCE AND PUNCTUALITY

Absenteeism and tardiness not only affect Turner's operations but also create an undue burden for your co-workers.

Turner's Attendance and Punctuality Policy is designed to ensure that there is no negative impact on business or the employee due to foreseeable or unforeseeable circumstances. You are expected to be at work at the time designated by your office, business unit or jobsite management. Excessive absenteeism and tardiness may result in disciplinary action up to and including termination of employment.

SHORT TERM ABSENCES (Paid Wellness and Sick Time)

Employees Eligible for Benefits

Regular, full time employees are eligible for up to ten (10) days of paid wellness and sick time per calendar year, pro-rated for regular part time employees who are eligible for benefits. This time will be pro-rated for employees in their first calendar year of employment. This time may be used for employee and employee family members' illness or injury, routine medical, diagnostic and preventative care, and to address matters related to domestic violence. For purposes of using paid wellness and sick time, employee family members are defined as follows:

- child (biological, adopted, or foster child; legal ward; child of an employee standing in loco parentis)
- grandchild
- spouse
- domestic partner
- parent
- grandparent
- child or parent of an employee's spouse or domestic partner
- sibling (including a half, adopted, or step sibling).

Each Department Head, Project Executive, or senior Turner employee on a project is responsible for monitoring his or her employees' absences. Turner reserves the right to require documentation substantiating the use of wellness and sick time (e.g., a note from a physician verifying an employee's illness or injury) before agreeing to pay the employee for an absence due to sick time, except where prohibited by applicable law.

In order for pay and/or benefits (where applicable) to be continued during an absence, *the absence must be excused*. Absences will be reviewed on an individual basis by the supervisor and Human Resources representative.

ABSENCE FROM WORK

SHORT TERM ABSENCES (Paid Wellness and Sick Time) *(continued)*

When unable to report to work for a reason which qualifies for the use of paid wellness or sick time, employees should notify their supervisor or manager as far in advance as possible, which should generally be at least 7 days in advance of a planned absence. However, where the need to use this time is not foreseeable, employees must notify the Company as soon as practicable so that arrangements can be made to distribute work during the absence. If an employee is absent for more than one day, the supervisor or manager must be kept informed of the employee's status and plans to return to work.

Employees absent in excess of three (3) consecutive workdays due to illness or injury must contact the Company's Leave of Absence Administrator to report their absence and discuss next steps for potential eligibility for a leave of absence. Please see the Leave of Absence section below for further information.

Unused paid wellness and sick time may not be carried over from one year to the next. Upon exhaustion of the ten days, the paid wellness and sick time is no longer available for that year.

Unused paid wellness and sick time will not be paid out upon termination of employment or at any other point in time.

Employees not Eligible for Benefits

Temporary employees, interns, part time employees without benefits, and any other category of employee not otherwise eligible for benefits may accrue paid wellness and sick time at a rate of one hour for every thirty actual hours worked, up to 40 hours per calendar year. These accrued hours may be used in the same manner as described above for regular full time employees, but with a waiting period of ninety days worked.

Employees who accrue time in this manner may carry over up to 40 hours of paid wellness and sick time from one calendar year to the next. However, no more than 40 hours of paid wellness and sick time can be used in any one calendar year. Employees who separate from service and are subsequently rehired within six months will have their previously accrued paid wellness and sick leave reinstated. Unused paid wellness and sick time will not be paid out upon termination of employment or at any other point in time.

Employees will receive all paid sick leave required by applicable law in the jurisdiction where they work, and, in the event of a conflict, this policy will be interpreted and applied in accordance with all such applicable laws and regulations. Any time accrued under this policy will count towards any such statutory requirements.

Employees will not be subject to retaliation or have their employment adversely affected in any manner as related to the use of sick leave within the confines of this policy.

ABSENCE FROM WORK

LEAVES OF ABSENCE

If you need extended time away from work you may apply for a leave of absence. This policy describes the provisions that apply to all leaves of absence and describes the types of leaves available.

Listed below are leaves of absence (“LOA”):

- Short Term Disability (“STD”)
- Long Term Disability (“LTD”)
- Family and Medical Leave (“FMLA”)
- Non-FMLA Medical Leave
- Parental Leave
- Personal Leave
- Bereavement Leave
- Military Leave
- Leave for Family Members of Military Personnel
- Jury Duty
- Workers’ Compensation
- Unauthorized Leave (non-compensable)

General Provisions

- If you anticipate being absent or you are unexpectedly absent for more than five (5) consecutive days for any reason (including FMLA), you must notify the Leave of Absence Administrator, your local Human Resources representative and your supervisor. To contact the Leave of Absence Administrator, call 877-887-6266, then choose option 5.
- If you are on an approved **paid** leave of absence you will not have a break in service.
- If you are on an approved leave of absence you may continue coverage under various health and welfare benefit plans while you are on leave, as applicable, provided you continue to pay your share of the premiums. If your salary during your leave does not cover the cost of the premiums, bills will be sent to your home. You may also choose to drop benefit coverage during your leave.
- As you can appreciate, extended leaves of absence can cause significant hardship on the Company and your co-workers, as the Company may need to hire a replacement during your leave and your co-workers may need to take on a significantly increased work burden. As such, if you are on an extended leave of absence (generally six (6) months or longer), the terms of your leave will be reviewed and your ability to return to work will be discussed with you. At such time, the Company may choose to extend your leave, request that you return to work, or terminate your employment.

ABSENCE FROM WORK

LEAVES OF ABSENCE (*continued*)

- You will not receive holiday pay for any Company holidays which fall during your leave of absence. Such days will be paid or unpaid in the same manner as other days during your leave.
- To the extent permitted by law, the Company reserves the right to request a second opinion of disability status at any time during a disability leave of absence. If required, a third opinion may also be requested. These opinions will be rendered by a Company-selected medical professional and the cost will be paid by the Company.
- In the event of a workforce reduction that would have affected you had you been at work, Turner reserves the right, to the extent permitted by law, to terminate your leave status and your employment in accordance with the terms of the workforce reduction.
- Some states (including New York, New Jersey, Rhode Island and California) have laws providing disability plans which the employee and/or employer pay for, and which award payments for illnesses not covered under workers' compensation. If you are eligible to receive payment under a state disability plan, you *must* apply. Contact the Leave of Absence Administrator or your local business unit Human Resources representative for information on these state plans.
- If you are on a paid leave of absence, your pay will be reduced by any statutory disability income payment during the same period, such as state disability programs, Social Security, or workers' compensation. Employees may not receive more than 100% of their salary at any time during a leave of absence, from any combination of sources.
- Unless otherwise prohibited by state or local law, disability leave is counted toward an employee's entitlement to Family and Medical Leave and will run concurrently.
- Employees who are receiving reduced pay during a leave of absence, other than a military leave of absence, may elect to use available vacation to supplement their pay. Vacation may be used in half-day increments. As an example, if you are receiving 50% pay during your leave, you may use vacation to bring your pay to 100%. Vacation time may not be "borrowed ahead" for this purpose, and only accrued but unused vacation days may be used to supplement pay while on leave.
- Employees on an approved leave of absence (other than military leave) are prohibited from engaging in outside employment.
- If you need to extend your leave, you must contact the Leave of Absence Administrator for approval prior to your originally scheduled return-to-work date. If you have not received such approval and fail to return to work on the scheduled return-to-work date, you will be considered to have voluntarily resigned your employment.

ABSENCE FROM WORK

LEAVES OF ABSENCE (*continued*)

- In the event that you do not return to work after an approved leave of absence, any accrued but unused vacation time will be paid to you upon termination of your employment.
- In the event that you do not return to work after an approved leave of absence you will not be eligible to receive severance pay.
- Upon termination of your employment after a leave of absence your benefits coverage will end. However, you may be eligible for continuation of benefits at your own expense under federal or state regulations. You will have a limited time to elect such continuation of coverage. Further information and instructions will be provided to you at the time of your termination.
- Any employee who abuses Turner's leave policies is subject to disciplinary action, up to and including termination of employment.

ABSENCE FROM WORK

SHORT TERM DISABILITY (“STD”)

Short Term Disability coverage provides salary and benefits continuation for regular, salaried employees who are regularly scheduled to work at least 20 hours per week and who are unable to work due to medical, mental, or other physical conditions, including pregnancy and childbirth. STD is considered a **paid** leave of absence for as long as you are receiving salary continuation payments. However, you will not accrue vacation during the time you are on STD leave.

Eligible employees on STD leaves of absence may receive up to 90 days of salary continuation, as long as they remain disabled, according to the payment schedule below:

Company Service

Payment Schedule

Up to 3 months

None

Three (3) months or more

100% of base pay, one (1) week for each full year of Turner service, with a minimum available benefit period of two (2) weeks.

Then

50% of base pay for any remaining weeks not paid at 100%, up to a combined total of three (3) months of salary continuation.

Your scheduled payments will be determined based upon your company service at the time your STD leave begins. No adjustments will be made in the event of a service anniversary which occurs during your leave. The STD benefits for rehired employees will be based on their adjusted service dates.

Your STD payment is coordinated with and reduced by any statutory disability income payable during the same period, such as state disability programs, Social Security, or workers' compensation. Payments will not begin until your STD Leave of Absence is approved.

If you live in New York, New Jersey, Rhode Island or California, or any other state that provides state disability benefits, you *must* apply for state disability and advise the Leave of Absence Administrator and your local business unit Human Resources representative of the weekly benefit amount. The State amount paid to you will be coordinated with Turner's payment to ensure your benefit does not exceed the maximum benefit to which you are entitled according to the schedule above (either 50% or 100% of salary). In most cases, this means your STD payments will be reduced by this statutory benefit amount. However, in the event your STD payment is scheduled to be 50% of salary and your state disability benefit exceeds 50% of your salary, you will not be required to repay the overage.

ABSENCE FROM WORK

SHORT TERM DISABILITY (“STD”) (*continued*)

You may elect to supplement your STD payment with available vacation pay during the reduced benefit portion, if applicable. For this purpose, vacation may be used in half-day increments.

Health and welfare benefits will continue as if you were an active employee during this time, provided you make the necessary premium payments. If you are receiving STD salary continuation, your premium payments will continue to be deducted from your pay, if sufficient to cover the full cost of your benefits.

If your STD salary continuation stops or your paycheck is not sufficient to cover the premium, you will be required to make monthly premium payments for your benefits. You will receive communication from the Turner Benefits Service Center providing you with instructions and coupons to make payments. The premium is due the first day of the month in which coverage is to continue. If payment is not received within 30 days of the due date, benefits will be terminated back to the first day the premium was not paid. If you return to work, you will be eligible to reinstate your elections due to a change in status.

Enhanced Short Term Disability Benefits Due to Pregnancy/Childbirth

Employees without sufficient years of service to account for STD salary continuation at 100% for the period of disability following pregnancy/childbirth are eligible to receive enhanced pay of the additional 50% of their salary to ensure 100% salary continuation for the applicable period (generally six weeks or eight weeks based on type of delivery). If any additional STD is needed thereafter for the medical portion of the leave, the aforementioned standard STD policy will apply.

This is only a general outline of some of the provisions of Short Term Disability leave. For additional information, please refer to the Short Term Disability Summary Plan Description on www.turnerbenefits.com or speak to your local Human Resources representative and the Leave of Absence Administrator. In the event of a conflict between this summary and the terms of the Short Term Disability Summary Plan Description, the terms of the Short Term Disability Summary Plan Description shall govern.

ABSENCE FROM WORK

LONG TERM DISABILITY (“LTD”)

If you remain on Short Term Disability for the maximum of three months—whether you are paid or not—you may be eligible for Long Term Disability. The Company provides LTD income benefits equivalent to 60% of your base pay as determined by your salary on July 1st of each year. Since these payments are made by a third party insurance carrier and not by Turner, LTD is considered to be an unpaid leave of absence. Your continued eligibility for LTD payments is based on your continued disability as defined in the LTD Plan Document.

In most cases, your health and welfare benefits will continue as long as premium payments are made and you remain a Turner employee. You will not accrue vacation while on LTD leave. If your employment is terminated while you are on LTD, you may be offered continuation of benefits at your own expense under applicable federal or state law.

For additional information, please refer to the Long Term Disability Summary Plan Description at www.turnerbenefits.com, or speak to your Human Resources representative and the Leave of Absence Administrator.

FAMILY AND MEDICAL LEAVE

In compliance with the Family and Medical Leave Act of 1993 (“FMLA”), Turner has established a policy that will allow up to 12 weeks of unpaid leave for eligible employees (26 weeks of unpaid leave for military caregiver leave).

In order to be eligible for Family and Medical Leave, an employee must have worked for the Company:

- for at least 12 months **and**
- for at least 1,250 hours during the 12-month period immediately preceding the start of the leave.

Family and Medical Leave may be granted under the following conditions:

- for a serious health condition of an employee’s child, spouse, registered domestic partner, or parent where the employee is needed to care for that family member;
- for an employee’s serious health condition that makes the employee unable to perform the functions of his or her job (which may run concurrently with Short Term Disability);
- upon the birth of a child, to care for that child (which may run concurrently with Parental Leave); and

ABSENCE FROM WORK

FAMILY AND MEDICAL LEAVE (*continued*)

- due to the placement of a child with an employee for adoption or foster care (where it may run concurrently with Parental Leave).

In addition, the following types of FMLA leave pertain to employees with family members currently serving or who have previously served in the military:

- Military caregiver leave – eligible employees may take up to 26 weeks of unpaid leave to care for spouses, registered domestic partners, children or next of kin who are service members with serious illnesses or injuries incurred during active duty in the Armed Forces. This leave is available only once during a 12-month period and is combined with all other FMLA leaves in that period, resulting in a maximum total leave entitlement of 26 weeks. Caregiver leave may be taken up to five years after the service member was discharged from military service.
- Military exigency leave – eligible employees may take up to 12 weeks of unpaid leave in a 12-month period to deal with a “qualifying exigency” that arises from a spouse’s, registered domestic partner’s, child’s or parent’s active duty in the Armed Forces. A qualifying exigency shall be defined in accordance with the applicable FMLA regulations. This is not an additional 12 weeks of FMLA leave, but merely another basis for an eligible employee to take his or her existing 12 weeks of FMLA leave. Please check with your local Human Resources representative for clarification regarding qualifying exigencies.

The 12-Month Look Back Period

With the exception of military caregiver leave, an eligible employee can take up to 12 weeks of unpaid leave in any 12-month rolling look back period. The 12-month period for military caregiver leave commences as of the first day of the leave. All FMLA leave runs concurrently with other Turner leaves of absence. Any employee who is eligible for and takes any period of family and medical leave will have that leave be designated as Family and Medical Leave and counted against his or her total allotment.

Reinstatement Rights

On your return from family or medical leave pursuant to the FMLA, you are generally entitled to the same position you held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. You should note that you have no greater right to reinstatement or to other benefits and conditions of employment than if you had not taken the leave (*i.e.*, if due to economic conditions you would have lost your job regardless of whether or not you went on leave, you will not be entitled to reinstatement). The Company also reserves the right to deny reinstatement to “key” employees, as permitted under applicable law. Employees will be notified at the time of their leave if they are key employees.

ABSENCE FROM WORK

FAMILY AND MEDICAL LEAVE (*continued*)

After an approved medical leave under this policy you will be asked to provide the Leave of Absence Administrator with certification from your health care provider of your ability to return to work. The Company will not allow you to return to work if you fail to submit a fitness for duty report. If you are not well enough to work after exhausting the entire allowable medical leave under this policy, you may be eligible to take an unpaid medical leave of absence. In such a case, your leave will become a medical leave of absence not covered by the FMLA and you will not be entitled to any further rights and benefits under this policy.

If you fail to return to work after an approved family or medical leave and are not authorized to take any additional leave time, then you will be considered to have abandoned your position with the Company. This will be treated as a voluntary resignation on your part.

Benefits While Out On FMLA

Employees may choose to substitute accrued vacation time for all or any part of any otherwise unpaid FMLA leave. The accrued vacation time runs concurrently with the FMLA time and does not extend the leave.

For the duration of the FMLA leave, Turner will maintain the employee's health coverage under the group health plan, subject to (i) the employee paying his/her share of the premium, (ii) the employee being otherwise eligible for benefits under the plan, and (iii) the terms and conditions of coverage under the plan. You will not accrue additional vacation time while on FMLA leave.

The use of FMLA leave will not result in the loss of any employment benefit (such as vacation) that accrued prior to the start of an employee's leave.

Workers' Compensation

Time off for injuries or illnesses incurred while conducting Turner business counts toward FMLA leave, if it otherwise qualifies.

Intermittent Leave and Reduced Work Leave

A medical leave or family leave may be available on an intermittent or reduced schedule basis if you or your family member is receiving treatment for a serious health condition and it is medically necessary for you to take the time off on this basis.

ABSENCE FROM WORK

FAMILY AND MEDICAL LEAVE (*continued*)

If the leave is foreseeable based on medical treatments, you are required, if reasonably possible, to schedule the treatments so as not to unduly disrupt the operations of your department. If you request intermittent leave or a reduced work schedule and the need for the leave is foreseeable, the Company may, at its option, temporarily transfer you to an available alternate position with equivalent pay and benefits. The Company will, in its sole discretion, determine whether you are qualified for that alternate position and whether it better accommodates recurring periods of leave than your regular position.

Intermittent leave is not available under the FMLA for leave taken for the birth or adoption of a child, or placement of a foster child.

Requests for Leave

All leave of absence requests (including FMLA) must be made by notifying the Company's Leave of Absence Administrator and the local Human Resources representative in writing. An employee must provide 30 days' advance written notice of the need for FMLA leave when such leave is foreseeable, and provide medical certifications supporting the need for FMLA leave due to a serious health condition affecting an employee or immediate family member. If it is impossible to provide thirty days' advance notice, you must provide notice as soon as is practicable. It generally should be practicable for an employee to provide notice of unforeseeable leave within the time prescribed by the usual and customary notice requirements applicable to such type of leave. Your notice must explain the reasons for the leave in sufficient detail so as to allow the Company to determine whether the leave actually qualifies as FMLA leave.

Turner may require second or third opinions at its expense; periodic reports from the employee during FMLA leave on his or her status and intent to return to work; and/or a fitness for duty certification before allowing an employee to return to work. In the case of military caregiver leave or qualifying military exigency leave, Turner will require a copy of the active-duty orders or other documentation issued by the military, as well as other documentation relating to the reason for the leave.

The Company will require certification from a health care provider of the need for you to take time off on an intermittent or reduced work basis, including that such leave is medically necessary, the expected duration and schedule of such leave, and (if applicable) that the leave is necessary to care for the ill family member or will assist in the family member's recovery. If you do not supply the Company with the certification at the time you make the request for the leave, or within 15 days of the request, your leave will be denied until you provide the proper certification.

ABSENCE FROM WORK

FAMILY AND MEDICAL LEAVE (*continued*)

With regard to Qualifying Exigency Leave, in any case in which the necessity for such leave is foreseeable, whether because the spouse, or a son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee must provide such notice to the Company as soon as is reasonable and practicable.

Failure to apply, provide timely supporting documentation, or respond to the Leave of Absence Administrator's requests, may result in denial or retraction of an approved leave.

For purposes of confirmation of family relationship or confirmation of the adoption of a child or placement of a foster child, the Company may require you to provide reasonable documentation or statement of family relationship.

Some state and local laws may have provisions which differ from those above. Turner will comply with all state and local family leave laws.

Legal Compliance

This policy will be interpreted and applied in accordance with the federal Family and Medical Leave Act, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over this policy. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

NON-FMLA MEDICAL LEAVE

If you need to take a leave of absence for medical reasons but are not eligible for leave under the provisions of the FMLA as stated above, please contact your business unit Human Resources representative. Turner will comply with any requirements under the Americans with Disabilities Act or any other applicable laws.

ABSENCE FROM WORK

PAID PARENTAL LEAVE

Turner has adopted a paid parental leave policy so employees can take paid leave upon the birth of their child, or adoption or foster placement of a child in their home.

Effective July 1, 2018, regular salaried full and part time Staff employees with three months or more of continuous company service are eligible to take up to four weeks of paid parental leave when the employee becomes a parent through birth or adoption, or has a foster child placed in his or her care.

Employees who are eligible to take parental leave pursuant to the federal FMLA or state/local leave laws are only eligible to receive Turner-provided paid parental leave at the same time they are receiving FMLA leave and any other state/local leave for which they are otherwise eligible as a result of becoming a parent through birth or adoption, or having a foster child placed in their care.

For purposes of STD (i.e., in the case of a birth mother), parental leave does not count toward the STD limit, nor may it be used to supplement STD payments. The parental leave benefit is paid only after the period of disability ends, and the physician releases the employee to return to work after being out on STD.

If Turner employs more than one parent, each parent will be granted four weeks of paid parental leave, subject to the eligibility requirements of this policy.

Paid parental leave must be taken within twelve months after the child is born or placed. Paid parental leave may be taken consecutively for 4 weeks, or intermittently but on a weekly basis only (e.g., it may not be taken on a daily basis). Multiple births, adoptions, or placements in the same calendar year do not qualify the employee for additional parental leave. Any parental leave beyond the above-stipulated time will not be covered by this policy.

As the need for paid parental leave is generally foreseeable, employees should provide at least 90 days of notice prior to the birth or placement of the child, and work with local management and Human Resources to plan ahead for scheduling purposes.

Unused paid parental leave does not carry over beyond the 12 month period after the child is born or placed, and is not payable upon termination of employment or at any other time.

For further information, contact Turner's Leave of Absence Administrator or your local Human Resources representative.

ABSENCE FROM WORK

PERSONAL LEAVE

A leave of absence without pay may be granted for personal reasons; however, each case will be considered on its own merits and must meet the following conditions:

- The reason for leave is compelling, the period of absence is no more than six (6) months, and the request is not and will not become part of a repetitious pattern.
- A suitable replacement is available for the term of the leave.
- The business unit Operations Manager, Project Executive, or Department Head and the Human Resources representative approve the leave.

Requests for a personal leave without pay beyond any requirements or obligations under the FMLA or applicable law will be given consideration in light of the previously listed conditions and current legislation.

Requests for personal leave without pay are considered individually and granted or denied in the sole discretion of the Company. A request for personal leave of absence will be granted only if the employee is not eligible for any other type of leave.

An employee requesting personal leave must submit such a request in writing to the local business unit Human Resources representative specifying the anticipated starting and ending dates of the leave, as well as the reasons for the leave. If the reason for the personal leave of absence is foreseeable, you must submit your request thirty days in advance of the anticipated starting date. If it is impossible to provide such advance notice, you must submit your request as soon as practicable.

All accrued but unused vacation time must be used prior to the commencement of a personal leave. If you are granted a personal leave, you will be required to make monthly premium payments for your benefits. You will receive communication from the Turner Benefits Service Center providing instructions and coupons to make these payments. Premiums are due on the first day of the month in which coverage is to be continued. If payment is not received within 30 days of the due date, benefits will be terminated retroactively to the first day the premium was not paid. If your coverage is terminated, when you return to work you will be eligible to reinstate your elections due to a change in status. The maximum period for continuation of benefits is six (6) months.

An unpaid personal leave will constitute a break in service.

If you apply for reinstatement before your approved personal leave expires, reinstatement will be contingent on current business conditions. Failure to apply for reinstatement no later than the end of the approved leave period will be considered to be a voluntary resignation.

ABSENCE FROM WORK

PERSONAL LEAVE (*continued*)

Upon returning from a personal leave, reinstatement is not guaranteed. However, the Company will make an effort to allow you to return to your former position (if it is available) or another available position for which you are qualified. Please note that business conditions, among other reasons, may preclude reinstatement.

An employee is not eligible for severance pay if he/she does not return from a personal leave at the agreed-upon time, or if there is no work available for the employee at the time of return.

BEREAVEMENT LEAVE

In the event of a death in your immediate family, you will be granted up to three (3) working days off with pay, to allow you sufficient time to attend the funeral or service and be with your family for this period.

Immediate family covered under bereavement leave include your spouse, registered domestic partner, children, siblings, mother, father, grandmother, grandfather, mother-in-law, father-in-law, stepchildren, stepparents, parent's registered domestic partner, and parents or children of your registered domestic partner.

Additional time off or time off for any other family members, friends or associates may be discussed with your local HR representative.

ABSENCE FROM WORK

MILITARY LEAVE

Employees who are called to qualified military service are eligible for a leave of absence of up to five (5) years, and benefits described below.

For the purpose of this policy, “military service” means: active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and absence from work for examination to determine fitness for duty and funeral honors duty performed by the National Guard or reserve members. “Uniformed services” means: the Army, Navy, Marine Corps, Air Force, Coast Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

Notification by Employee

The employee should provide advance written or oral notice of his or her pending military service, and should present a copy of his or her military orders. Turner considers thirty (30) days to be reasonable advance notice absent military necessity or other exigent circumstances. Advance notice is not required if giving the notice is impossible, unreasonable or is precluded by military necessity.

The employee should ensure that beneficiary information is current for all appropriate plans (TRIP 401(k) Plan, Cash Balance Plan, and Life Insurance Plans).

Job Reinstatement & Nondiscrimination

Upon completion of military duty, the length of time that the employee has to contact Turner depends on the amount of time spent in service, as follows:

Service of 30 days or less. The returning employee must report to the employer at the time of the first full regularly scheduled work period on the first full calendar day following completion of the service, plus the time required to return home safely and an eight-hour rest period. If it is impossible or unreasonable for the employee to report within that period through no fault of his or her own, the employee must report as soon as possible. This reporting period also applies to an employee who is absent from work for an examination to determine fitness for military service, regardless of the length of absence.

Service of 31 to 180 days. The employee must apply for reemployment no later than fourteen (14) days after military service ends, or, if it is impossible or unreasonable for the employee to report within that period through no fault of his or her own, on the next business day on which it is possible.

ABSENCE FROM WORK

MILITARY LEAVE (*continued*)

Service of more than 180 days. The employee must apply for reemployment within ninety (90) days of the end of the military service.

Service-incurred or aggravated injury. If the employee is hospitalized for, or convalescing from, an illness or injury that was incurred in or aggravated by the period of service, the above reporting deadlines may be extended for up to two (2) years for any period of recovery.

The employee is normally guaranteed job reinstatement unless military service ends as a result of a dishonorable or bad conduct discharge. Further, as part of Turner's equal employment opportunity policy, no individual will be denied employment, reemployment, retention in employment, promotion or any benefit of employment on the basis of the individual's military service.

Differential Compensation

While on military leave, eligible employees will receive Differential Compensation for up to five (5) years. Differential Compensation is the difference in compensation between military pay—including all allowances, incentives, or other forms of compensation from the military—and what the employee would normally receive as base salary from Turner. For this purpose, an employee is eligible for Differential Compensation if Turner employed him or her for a period of at least three (3) months immediately prior to the commencement date of military leave.

Employees will be required to submit documented proof of military leave and military pay information. The employee is also responsible for providing notification to Turner of his or her military pay changes. Military pay information must be provided on a monthly basis or, in the case of a change in military pay, immediately upon the occurrence of such a change.

Turner will not commence and reserves the right to suspend Differential Compensation payments if the employee does not provide military pay information requested by the Company or required by this policy. The Company may also offset from any Differential Compensation any payments that it made in excess of the compensation otherwise due to the employee under this policy.

Differential Compensation is applicable for multiple military leaves as needed.

ABSENCE FROM WORK

MILITARY LEAVE (*continued*)

Voluntary Enlistment

If the employee voluntarily enlists for active duty in the uniformed services, the leave will be recorded as a military leave of absence in the same manner as described above, including differential compensation and benefits coverage.

Reserve or National Guard Training (2 Weeks)

The employee will remain on the payroll and will continue to receive benefits.

Employees will be paid the difference between their regular base salary and their military salary for two (2) weeks.

Additional Reserve or National Guard Training

Any additional Reserve or National Guard training within a calendar year (beyond two (2) weeks) will be considered an unpaid military leave of absence, unless it is a mandatory requirement.

The employee may use accrued vacation during the unpaid military leave of absence.

Vacation

- When the employee leaves the Company to enter the military and returns to Turner after discharge (per the above guidelines), his or her time spent on military duty will be counted as Company Service for purposes of determining the amount of vacation he or she is entitled to accrue going forward.

This policy will be interpreted and applied in accordance with the federal Uniformed Services Employment and Reemployment Rights Act (“USERRA”), regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws, they are controlling over this policy.

For additional information, consult with your Human Resources Representative.

LEAVE FOR FAMILY MEMBERS OF MILITARY PERSONNEL

Certain states have regulations permitting employees with family members on active duty to take unpaid leaves of absence of specific duration when those family members are home on leave. For further information on the regulations in your state, please speak to your local Human Resources representative.

ABSENCE FROM WORK

JURY DUTY

Turner encourages all of its employees to fulfill their obligations as citizens of the community. If you receive a jury duty notice or subpoena, notify your supervisor or manager immediately and provide a copy of the notice to your local business unit Human Resources Administrator.

If you are a regular full-time salaried employee, Turner will continue your base pay for two (2) weeks per calendar year, or as required by applicable state or local law. Other employees will only be paid to the extent required under applicable law. After two (2) weeks, you will receive unpaid time off for the duration of your jury duty.

If you are called for jury service for a period of more than two (2) weeks, contact your local Human Resources representative.

You are expected to report to work during court recesses of four (4) hours or more if the distance to your work location makes it feasible.

You are required to report to work on days you are not required to report for jury service. Time spent on jury duty does not count as hours worked for the purposes of calculating overtime compensation.

You will also be paid if you are summoned to appear as a witness in a court proceeding. However, you will not be paid if you initiate the court action or if you are a defendant.

When you return to work upon completion of your service, you must give your Human Resources representative a copy of your certificate of attendance.

WORKERS' COMPENSATION

In the event you are absent from work due to a work-related illness or injury, Workers' Compensation provides you with wage replacement in accordance with state statutory guidelines. When any work-related injury or illness occurs, you are responsible for reporting it to your supervisor immediately. Failure to report such an illness or injury in a timely manner may result in a loss of workers' compensation benefits.

UNAUTHORIZED LEAVE

An unauthorized leave is defined as an absence from work without prior notification and/or approval from your manager.

Failure to report to work for three (3) consecutive days with no prior notice to your manager is considered job abandonment and will be considered to be a voluntary resignation, effective as of the first day of unauthorized absence.

ABSENCE FROM WORK

BLOOD, ORGAN, AND BONE MARROW DONATION

Turner will comply with all state and local regulations regarding the granting of leave time for blood, organ or bone marrow donation. For further information, contact your local Human Resources representative.

VOTING

Turner believes that it is the responsibility and duty of employees to exercise the privilege of voting in elections. In accordance with this philosophy, the company will grant its employees approved time off to vote, and for periods of service as an election official, in compliance with state or local law.

All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, managers are authorized to grant a reasonable period of time, as required by state law, during the work day to vote. Time off for voting does not count as hours worked and should be coded appropriately on timekeeping records.

LACTATION BREAKS

For up to one year from childbirth any full time employee who is breastfeeding her child will be provided with break time to express breast milk for her newborn. Each Turner location has a designated area for this purpose. Turner will comply with any applicable state or local regulations that govern. For further information, please see your local Human Resources representative.

OTHER BREAKS OR LEAVES

Some jurisdictions may have regulations regarding the granting of break or leave time for small necessities, school visits, or other purposes. Turner will comply with all such state and local requirements. Please contact your local Human Resources representative for further information.

EMPLOYEE BENEFITS

HEALTH & WELFARE, RETIREMENT, AND FINANCIAL BENEFIT PLANS

Information on Turner's health & welfare, retirement, and financial benefit retirement plans (including medical, dental, and vision insurance; and the TRIP (401k) Plan) is available at www.turnerbenefits.com. This site is accessible via TKN or directly from any computer. The website includes plan overviews, as well as each plan's official Summary Plan Description (SPD), which provides the specific details of the plan. In the event of any differences between information contained in the SPD and any other document—including this handbook—the information in the SPD and the underlying plan documents will govern.

VACATION

All full-time and part-time regular salaried employees who work at least 20 hours per week are eligible for Turner's vacation benefit.

Vacations are accrued or earned based on your length of Turner service and provides credit for relevant years of experience. Eligible full-time employees accrue vacation on a bi-weekly basis, calculated according to the following schedule:

<i>Years of Company Service and/or Experience</i>	<i>Annualized Vacation</i>	<i>Bi-Weekly Accrual Rate</i>
0-2 years	80 hours	3.077 hours
2 years but less than 10	120 hours	4.616 hours
10 years and over	160 hours	6.154 hours

The number of days stated in the chart above assumes an eight-hour workday. Accruals for eligible part-time employees are prorated based on the individual's workweek.

In the first year of employment, new hires' annualized vacation days will be equal to the number of hours accrued from date of hire through December 31st of that year. For example, a full-time employee who starts on July 1st will accrue 40 hours on an annualized basis during the year of hire. On January 1st of the following calendar year, the employee will begin accruing vacation for that year.

Employees begin accruing at the higher rate on January 1st of the year in which Company Service reaches two (2) or ten (10) years, provided the service anniversary date is on or before September 30th. For service anniversary dates after September 30th, the higher accrual rate will begin as of January 1st of the following year.

Vacation may be taken only in 4- or 8-hour increments, or in half- or full-day increments if the employee regularly works a schedule other than five (5) days of eight (8) hours each per week, except where otherwise prohibited by law.

EMPLOYEE BENEFITS

VACATION (*continued*)

Employees working alternate schedules may find that their bi-weekly vacation accrual rates and usage vary from those stated above. However, annualized accruals will be the same.

With the permission of the Operations Manager, Department Head, Project Executive, or other appropriate senior manager, employees may take vacation days in advance of their being accrued (“go into the negative”) If the employee leaves the company, any vacation days taken that were not accrued must be repaid to the Company.

For vacation entitlement purposes, years of service will include all periods of full-time or eligible part-time regular employment since the original date of hire, less any unpaid breaks in employment. If the break in service reflects relevant work experience that is material to the employee being rehired, credit may be given for such experience. In addition, if the employee leaves Turner to enter the Armed Forces and returns to work after discharge within the number of days required by law, the time in the service will be counted as Company Service in determining the amount of vacation entitlement. Vacation does not accrue during a military leave.

Vacation scheduling should be done collaboratively with and approved by your management representative. He or she will make every effort to accommodate vacation requests. Authorized holidays or other authorized office closures falling within a vacation period are not counted as vacation days. No allowance will be made for illness or injuries occurring during a scheduled vacation.

You should take all of your vacation time during the year in which it is accrued. However, if unusual job conditions or compelling circumstances prevent you from taking your accrued vacation days, a written request to carry over up to a maximum of five (5) vacation days to the following year may be submitted to the business unit Operations Manager, Department Head, Project Executive, or other appropriate officer for approval. Such carryover must be approved no later than December 15th of the year in which the days were accrued. Approved carryover days must be used before July 1st of the following year. Unless otherwise prohibited by applicable law, you may only carry over vacation in accordance with this Policy.

Vacation is paid at your base rate of pay at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses or shift differentials. You may not receive payment for accrued, unused vacation days in lieu of time off.

Generally, if you resign or are released by the Company, you will be paid for any accrued but unused vacation. Turner will comply with any relevant state or local laws regarding payment for vacation days.

If using vacation time to supplement unpaid FMLA leave or reduced STD benefit, please refer to those sections in this handbook.

EMPLOYEE BENEFITS

VACATION (California, Colorado and Nebraska based employees)

All full-time and part-time regular salaried employees who work at least 20 hours per week are eligible for Turner's vacation benefit.

Vacations are accrued or earned based on your length of service and on the time actually worked. (See below regarding breaks in service.) Eligible full-time employees accrue vacation on a bi-weekly or monthly basis and it is calculated according to the following schedule:

<i>Years of Company Service and/or Experience</i>	<i>Annualized Vacation</i>	<i>Vacation Cap</i>	<i>Bi-Weekly/Monthly Accrual Rate</i>
0-2 years	80 hours/10 days	120 hours/15 days	3.077 hours/.833 days
2 years but less than 10	120 hours/15 days	180 hours/22.5 days	4.616 hours/1.25 days
10 years and over	160 hours/20 days	240 hours/30 days	6.154 hours/1.67 days

The number of days stated in the chart above assumes an eight-hour workday. Accruals for eligible part-time employees are prorated based on the individual's workweek.

In the first year of employment, new hires' annualized vacation days will begin accruing as of the date of hire.

You will begin accruing at the higher rate as of the pay period in which your Company Service anniversary reaches two (2) or ten (10) years.

Vacation may be taken only in 4- or 8-hour increments, or in half- or full-day increments if the employee regularly works a schedule other than five (5) days of eight (8) hours each per week, except as otherwise prohibited by applicable law, in which case shorter periods may be taken.

Employees working alternate schedules may find that their vacation accrual rates and usage vary from those stated above. However, annualized accruals will be the same.

On rare occasions, with the permission of your Operations Manager, Department Head, Project Executive, or other appropriate senior manager, you may take vacation days in advance of their being accrued ("go into the negative"). If you leave the Company, any vacation days taken that were not accrued must be repaid to the Company.

For vacation entitlement purposes, years of service will include all periods of full-time or eligible part-time regular employment since the original date of hire, less any unpaid breaks in employment. If the break in service reflects relevant work experience that is material to the employee being rehired, credit may be given for such experience. In addition, if the employee leaves Turner to enter the Armed Forces and returns to work after discharge within the number of days required by law, the time in the service will be counted as Company Service in determining the amount of vacation entitlement. Vacation does not accrue during a military leave.

EMPLOYEE BENEFITS

VACATION (California, Colorado and Nebraska based employees) (*continued*)

Vacation scheduling must be done collaboratively with and be approved by your management representative. Authorized holidays or other authorized office closures falling within a vacation period are not counted as vacation days. No allowance will be made for illness or injuries occurring during a scheduled vacation.

Vacation is paid at your base rate of pay at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses or shift differentials. You may not receive payment for accrued, unused vacation days in lieu of time off.

Generally, if you resign or are released by the Company, you will be paid for any accrued but unused vacation through your last day of employment. Turner will comply with any relevant state or local laws regarding payment for vacation time accrued.

If using vacation time to supplement unpaid FMLA leave or reduced STD benefit, please refer to those sections in this handbook.

Accrual “Caps”

Earned vacation accrues to a maximum of one and one-half times the employee’s annual vacation accrual amount. Once the maximum accrual amount has been reached, no additional vacation will be earned until previously accrued vacation is used. You will not be given retroactive credit for any period of time in which you did not accrue vacation because you were at the maximum. At year-end, unused vacation at or below the maximum accrual amount will carry over to the subsequent year.

EMPLOYEE BENEFITS

COMPANY HOLIDAYS

All Turner business units observe thirteen (13) holidays each year. These will include the Company holidays listed below, one (1) additional day as determined at each location by the General Manager, and a Birthday/Anniversary Holiday as described below. Any other holidays which do not coincide with the business unit's holiday schedule may be requested as a religious accommodation.

Headquarters may follow a different holiday schedule from the business units. All Headquarters employees who are working in a business unit will follow the business unit's holiday schedule.

A Company holiday that occurs on a Saturday or Sunday generally will be observed by the Company on either the preceding Friday or following Monday, or as determined by local management.

Exempt employees who are required to work on a Company holiday will be entitled to a replacement day off at another time agreed upon with their Operations Manager, Project Executive, or Department Head. Non-exempt employees who are required to work on a Company holiday will receive another day off during the same week as the holiday, as determined by their Operations Manager, Project Executive, or Department Head. At the Operations Manager's, Project Executive's or Department Head's discretion, non-exempt employees may receive premium pay for work done on the Company holiday in lieu of a replacement day off during the same week.

In order for you to receive holiday pay, the holiday must fall on a day that you are normally scheduled to work. In addition, you must be at work or be on an approved vacation or approved short-term absence on the workdays immediately preceding and immediately following the day on which the holiday is observed.

Company holidays to be observed in all business units are:

- New Year's Day
- Dr. Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Post-Thanksgiving Day
- Christmas Day

The dates of these holidays or observances will be provided each year by Headquarters.

EMPLOYEE BENEFITS

COMPANY HOLIDAYS (*continued*)

Birthday/Anniversary Holiday

All employees who are otherwise eligible for benefits are entitled to **one** birthday/anniversary holiday per calendar year. This day off must be approved in advance and must be taken **either** during the month of your service anniversary **or** during the month of your birthday. Part-time employees who are eligible for this holiday will receive time off equivalent to the number of hours they would otherwise have worked on that day.

Birthday/anniversary holidays cannot be rolled over from one year into the next, and you may not receive pay in lieu of your birthday/anniversary holiday. Birthday/anniversary holidays do not count as hours worked.

OTHER EMPLOYEE PROGRAMS

HYBRID WORKPLACE PROGRAM

Turner's Hybrid Workplace Program offers flexibility by supporting a distributed workforce of both in office/jobsite and partially remote employees. US based full and part time regular Staff employees may be eligible to participate based on role, level, and/or position. The Hybrid Workplace site [insert link] provides additional details, including eligibility, positional guidelines, FAQ's and the link to our automated process to request for approval. Please reach out to your local HR team for further information.

ADOPTION AND SURROGACY ASSISTANCE PROGRAM

Turner is supportive of all employees as they grow and expand their families, and recognizes that this can happen in many ways. Effective January 1, 2022, the Company is pleased to provide eligible employees the benefit of reimbursing some of the costs associated with adoption and surrogacy.

Regular, full time, salaried employees are eligible to receive these benefits upon three (3) months of service for any expenses incurred after the date of hire. The benefit is capped at a maximum of \$10,000 net per adoption or surrogacy, and up to three instances per employee, for a maximum of \$30,000 (net of applicable taxes) under both the adoption and surrogacy assistance programs. If both parents are eligible employees of the company, the adoption or surrogacy is capped as noted above per adoption or surrogacy. All expenses must be submitted no later than six months after the date the adopted child is placed in the home or the surrogate child is born. An employee must be eligible under the terms of the program at the time the expense is submitted for reimbursement.

Benefits under this program are intended to be excludable from gross income, although this may vary depending on the individual employee's personal tax situation.

Adoption Assistance

To be eligible for the adoption assistance benefit, the adoption must be for a child who at the time the adoption expenses are incurred is under the age of 18, and may include a foster child, child from overseas, a child age 18 or older who is mentally or physically incapable of caring for himself or herself, or a child with special needs. Generally, employee adoption of a spouse's child is not eligible for this benefit.

Adoption related expenses reimbursable under this program include reasonable and necessary adoption fees, court costs, attorney fees, transportation/lodging expenses associated with picking up the child, and other expenses that are directly correlated to the legal adoption of an eligible child conducted through a licensed agency. An expense may be a qualified adoption expense even if incurred before an eligible child has been identified. These expenses may not be reimbursable by another source, or in violation of any state or federal law or incurred in carrying out any surrogate parenting arrangement. Ineligible expenses under this program include but are not limited to: medical

OTHER EMPLOYEE PROGRAMS

ADOPTION AND SURROGACY ASSISTANCE PROGRAM (*continued*)

examination fees for adopting parents, costs of personal items including clothing and food, and costs for legal guardianship. Employee must provide a copy of an executed adoption agreement or letter from an attorney to be eligible.

Surrogacy Assistance

Surrogacy related expenses are eligible under this program for arrangements when the child will be the legal dependent of the employee or the child will live in the household of the employee.

Eligible surrogacy expenses include attorney's fees and/or court costs, fees incurred for review and negotiation of the surrogacy contract (which must be contracted for and valid under applicable United States federal, state and local law) and reasonable and necessary transportation and lodging associated with the surrogacy. These expenses may not be reimbursable by another employer, benefit, program or party, or in violation of any state or federal law. Ineligible expenses include but are not limited to: surrogate medical examination fees, cost of personal items such as clothing or food, fees paid to the surrogate for services, fees paid to an egg donor or egg donor agency, long term (more than 30 days) storage of blood, umbilical cord, or reproductive materials, and any costs incurred by surrogacy arrangements that are not legally recognized. Employee must provide a copy of an executed surrogacy agreement or letter from an attorney to be eligible.

To initiate a request for adoption or surrogacy expense reimbursement speak to your Human Resources representative and fill out the Adoption or Surrogacy Assistance Form. Expenses may be documented through receipts, canceled checks, credit card statements, and/or paid stamped invoices confirming payments. Note that expenses may be eligible if the adoption does not come to fruition or the surrogate pregnancy is unsuccessful, but such reimbursement will be considered one of the three instances for which adoption or surrogacy benefits are available.

For employees separated during the adoption or surrogacy process (regardless of reason for separation), reimbursement is only available for any qualified expense incurred and for which a reimbursement request is submitted prior to the date the employment ends. Employees may be required to reimburse the company for payments already received. Please note the Company may amend, modify, or terminate the program at any time.

OTHER EMPLOYEE PROGRAMS

EMPLOYEE REFERRAL PROGRAM

The purpose of the Employee Referral Program is to provide Turner with qualified candidates by rewarding employees for their recommendations of candidates who are hired for employment.

For the purposes of this program, regular and temporary, full and part time Turner staff employees active on Turner's U.S. or Canadian payroll are eligible to refer candidates for employment. A "candidate" is defined as a potential new staff hire who meets the criteria below.

Generally a candidate meets the criteria for this program if he or she is a first-time hire to a full-time, regular position in the United States or Canada. An individual previously employed by Turner may be a candidate for this program only if their previous Turner employment ended at least one year prior to the referral.

The candidate should be someone known to the employee, and any business unit interested in interviewing the candidate should first consult with the employee regarding his or her knowledge of the candidate. The employee must submit the referral through the Turner Employee Referral System. Referrals are kept active for one year (12 months). If the candidate is hired, a referral payment will be processed through payroll within 45 calendar days of hire and paid on the next available pay date. At the time of payment, both the employee and the candidate must be active on Turner's Staff payroll in order for the payment to be awarded.

The net amount of the referral payment will be based upon the candidate's level upon hire, as follows:

Level 1	\$500
Level 2	\$1,500
Level 3	\$2,500
Level 4	\$4,000
Level 5	\$5,000
Level 6	\$6,000
Levels 7 & 8	\$7,000

Referrals for Level 1 positions are eligible only if the candidates are not sourced through Turner's College Recruiting Program. Positions in countries other than the U.S. or Canada are not eligible for this program.

If two or more employees refer a candidate jointly, the referral will be awarded to the employee who first submitted the candidate, as determined by the time the candidate's information was entered into the Turner Employee Referral System.

Employees on a leave of absence (including military leave) are eligible as long as the candidate is currently active and the employee has not given or received notice of termination at the time of the referral payment.

OTHER EMPLOYEE PROGRAMS

EMPLOYEE REFERRAL PROGRAM (*continued*)

Officers, General Managers, Operations Managers, Business Managers, and Human Resources staff at any level, and Trades employees are not eligible for this program.

Social Media Lead Bonus

Employees are eligible to receive a bonus in the amount of \$200 for any candidate that is hired as a result of sharing an open position on social media. The referring employee does not have to know the individual hired, but must have initially utilized the ERS system or the internal job openings site to share the position referral link on social media.

TUITION ASSISTANCE PROGRAM

Turner encourages its employees to improve their education and skills and to take steps to achieve personal and career goals by obtaining an undergraduate or graduate degree. The Company will reimburse employees for a portion of the cost of this education, provided certain conditions are met. To be eligible for reimbursement, all courses must be related to the primary business activity of the Company.

Generally speaking you must be a regular, full-time, salaried employee with a minimum of one (1) year of service with the Company at the start of your course work. Prior employment as a regular, full-time, salaried Turner employee will count toward the one (1) year requirement. Employees' performance will also be taken into consideration in determining eligibility.

In addition, regular, full-time, salaried employees hired at Level 1 are eligible upon hire for any course work toward an undergraduate degree and in furtherance of their Turner related position, started after the hire date. Courses may only be taken through accredited educational institutions. Reimbursement will be limited to the cost of tuition and registration fees and will be paid upon completion of the course(s). The cost of course materials and books will not be reimbursed. In order to receive reimbursement for a course you must provide proof that you received a grade of C or better in that course, or received a grade of "Pass" for a course taken Pass/Fail. Fees for graduate school prep courses and the GMAT and GRE exams are also covered under this program.

You must be a regular, full-time, salaried employee with a minimum of one (1) year of service with the Company at the start of your course work. Prior employment as a regular, full-time, salaried Turner employee will count toward the one (1) year requirement. Employees' performance will also be taken into consideration in determining eligibility.

Courses may only be taken through accredited educational institutions. Reimbursement will be limited to the cost of tuition and registration fees and will be paid upon completion of the course(s). The cost of course materials and books will not be reimbursed.

OTHER EMPLOYEE PROGRAMS

TUITION ASSISTANCE PROGRAM (*continued*)

In order to receive reimbursement for a course you must provide proof that you received a grade of C or better in that course, or received a grade of “Pass” for a course taken Pass/Fail. Fees for graduate school prep courses and the GMAT and GRE exams are also covered under this program.

Pre-approval by both an officer in your business unit or department and by Headquarters Human Resources is required for reimbursement. You should also verbally advise your immediate supervisor that you plan to attend classes, as he or she may not be the person who will

There will be no reimbursement for courses leading to graduate degrees that are unrelated to Turner’s business.

The maximum annual reimbursable amount for each employee is:

- Associate’s or Bachelor’s Degree \$5,250 per calendar year
- Master’s Degree \$7,000 per calendar year
- Lifetime maximum \$40,000

The IRS considers tuition reimbursement payments in excess of \$5,250 per year to be taxable income. Therefore, any payments made through this program that would be considered to be taxable will be grossed-up for income tax purposes.

If you voluntarily resign or if you are terminated for cause (as determined by the Company in its sole and absolute discretion), you will not be entitled to any pending reimbursements, and you will be required to return to the Company any reimbursements you may have already received. Repayment must be made prior to your last day worked, according to the following terms:

- Payments received 1-12 months prior to your last day worked
Must return 100% of the amount received
- Payments received 13-24 months prior to your last day worked
Must return 60% of the amount received
- Payments received 25-36 months prior to your last day worked
Must return 40% of the amount received

OTHER EMPLOYEE PROGRAMS

PROFESSIONAL CERTIFICATION/LICENSES

All regular full-time salaried employees wishing to obtain a job-related professional license or professional certification will be reimbursed for up to \$1,500 of the expense involved in taking a review course and the examination, provided the employee passes the exam.

There is no waiting period for the employee to receive reimbursement once the license or certification is obtained.

Prior written approval is required from the General Manager, Operations Manager, Project Executive, Department Head, or Human Resources representative. There is no retroactive reimbursement for those already having licenses or certifications.

COLLEGE AND UNIVERSITY GIFT MATCHING PROGRAM

Recognizing the need of our colleges and universities for financial support from graduates, friends, and businesses, Turner provides a college and university gift matching program. The Turner contribution with respect to the gifts of an employee/director and his/her spouse shall be limited to \$2,500 per each individual, per year with a maximum aggregate sum of \$5,000 per family, per year. You must have one (1) year of continuous service with the Company as of December 31st of the year in which you make your contribution to be eligible to participate in this program.

To obtain more information on program guidelines and processes, please see the College and University Gift Matching Guidelines. To submit a gift matching request, please access the College and University Gift Matching Form. Both documents can be found on TKN > Turner Resources > Human Resources.

CORPORATE DISCOUNT PROGRAMS

Please visit TKN > Turner Resources > Employee Discounts for information on corporate discount programs that are available to Turner employees.

MOBILITY

RELOCATION

The Relocation section is currently “under construction.” Please reach out to your local HR team with any questions.

STATUTORY BENEFITS

STATUTORY BENEFITS

Most employees are subject to certain federal and state laws that have the effect of providing important employee benefits. Many of these benefits are familiar enough to us but are not always thought of as something that we have worked for and earned or that have been provided in whole or in part by Company contributions. These benefits include Social Security, unemployment insurance, workers' compensation, and state disability benefits.

For information on these benefits, please contact the appropriate federal, state, or local agency, or your local Human Resources representative.

STANDARDS OF BUSINESS CONDUCT

STANDARDS OF BUSINESS CONDUCT

The Turner Corporation and its subsidiaries have a longstanding reputation for honesty and integrity in their business dealings and for their corporate policies promoting lawful and ethical behavior. This reputation is a source of pride for the Company and its employees and is one of Turner's greatest assets, because it instills the necessary trust and confidence in us in our customers, subcontractors, suppliers, and the communities in which we live and work. Turner is committed to the highest standards of business ethics and full compliance with all applicable laws, rules, and regulations. We believe that our unfailing adherence to this policy will ensure our continued success as well as earn and maintain the confidence of our employees, our customers, and the broader business community.

All employees are required to certify annually that they understand these Standards and that their behavior is in accordance with these Standards. In order to comply with this requirement, go to Turner University on TKN and click on the link for the current year's Standards of Business Conduct and Ethics Policy Agreement. You must read this Policy in its entirety before certifying your agreement to abide by it.

The Standards of Business Conduct and Ethics Policy can be found on TKN > Ethics & Compliance.

PERSONAL CONDUCT

SUBSTANCE ABUSE

Turner believes that a healthy, productive workforce and safe working conditions free from the effects of drugs and alcohol are important. These factors are important not only to the Company but also to employees and the general public. The abuse of drugs and alcohol can compromise the Company's safety standards and create a variety of other workplace problems. These problems include increased injuries on the job, increased absenteeism, increased workplace theft, decreased employee morale, and decreased productivity. The use of drugs and alcohol can also cause a decline in the quality of our services.

It is Turner's policy to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. The use of controlled substances is inconsistent with the behavior expected of Turner employees.

The following is an explanation of the Substance Abuse Policy for all employees, including but not limited to agents of contractors, subcontractors, consultants, construction managers, etc.

Turner reserves the right to search any person entering any project or any facility and to search any property, equipment or storage areas for illegal drugs, drug paraphernalia, unauthorized controlled substances (including prescription medications whose prescriptions were not written for the employee), alcohol, or other intoxicants. Turner will comply with any relevant state or local laws regarding workplace searches.

As a condition of continued employment, employees may also be required to undergo alcohol and drug screenings. All alcohol and drug screenings will be administered consistent with the requirements of the Americans with Disabilities Act and applicable state and local law. Any worker who refuses to submit to a drug or alcohol screening test, where permitted by applicable law, may be subject to disciplinary action up to and including suspension, barring, and/or termination of employment, for violation of this policy.

All employees, as a condition of continued employment with Turner or on a Turner project, have an obligation to cooperate with any investigation concerning compliance or enforcement of this policy. Failure to cooperate with any such investigation may result in disciplinary action up to and including suspension, barring, and/or termination of employment.

All alcohol and drug testing will be performed with concern for each employee or worker's personal privacy, dignity, and confidentiality, and will comply with any applicable law.

PERSONAL CONDUCT

SUBSTANCE ABUSE (*continued*)

This is only a summary of the Substance Abuse Policy. A copy of the detailed Substance Abuse Policy and procedures is given to all new employees, can be obtained from your local Human Resources representative, and is available by clicking on “Policy Links” on TKN at Turner Resources > Human Resources. If you have any questions about these rules or any aspect of the alcohol and controlled substances testing programs, please discuss them with your Project Manager, Safety Director, or local Human Resources representative. Employees are encouraged to review the Substance Abuse Policy in its entirety.

WORKPLACE VIOLENCE

The Turner Corporation, including Turner Construction and its other construction subsidiaries, provides a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy. We do not tolerate any type of workplace violence committed by or against employees, whether on or off Company premises. Employees are also prohibited from making threats or engaging in violent activities.

This list of behaviors, while not inclusive, provides examples of conduct that is prohibited:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on company property or while on company business (except as permitted by state law);
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Reporting Procedures

Any potentially dangerous situations must be reported immediately to an Operations Manager, Project Executive, Department Head, General Manager, or Human Resources Director/Manager. Reports can be made anonymously and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will only be disclosed to others on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. The Company will actively intervene at any indication of a possible hostile or violent situation.

PERSONAL CONDUCT

WORKPLACE VIOLENCE (*continued*)

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace or during any work-related activity will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination of employment and legal action. Non-employees engaged in violent acts on Turner property or projects, or against Turner employees during the course of conducting Company business, may be reported to the proper authorities and prosecuted.

Possession of Handguns/Weapons

Some state laws permit licensed individuals to carry concealed weapons; however, those laws often allow employers to prohibit carrying weapons on their premises, if the prohibition is posted. To the maximum extent permitted by applicable law, all weapons, including concealed handguns, are prohibited on any and all Turner job sites, company property (including vehicles), and offices except for specific instances where state law expressly permits it. Those violating this policy are subject to disciplinary action up to and including termination of employment.

BULLYING

Turner defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more employees against another or other employees, at the place of work, in the course of employment, or off-site. Such behavior violates Turner's commitment to having all employees treated with dignity and respect.

Turner will not under any circumstances tolerate bullying behavior by anyone at any level. Employees found in violation of this policy will be disciplined, up to and including termination of employment.

Turner considers the following types of behavior examples of bullying:

- **Verbal Bullying:** slandering, ridiculing or maligning a person or his or her family; persistent name calling which is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks; tormenting or taunting; public humiliation in any form; constant criticism on matters unrelated to a person's job performance or description
- **Physical Bullying:** pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; unwanted physical contact; damage to a person's work area or property
- **Gesture Bullying:** non-verbal threatening gestures; glances which can convey threatening messages; obscene gestures

PERSONAL CONDUCT

BULLYING *(continued)*

- **Exclusion:** socially or physically excluding or disregarding a person in work-related activities; continually not allowing a person to speak or express himself or herself (*i.e.*, ignoring or interrupting)

Any individual who believes that he/she is being subjected to any form of bullying, should immediately report this to his or her Project Manager, Operations Manager, Project Executive, Department Head, or Human Resources Director/Manager, by using the Company's harassment complaint resolution procedure, described earlier in this handbook. All employees have a duty to cooperate with any investigation being conducted.

This policy in no way limits a supervisor's ability to take appropriate corrective action with respect to employees who work for him or her based on such employees' work performance or other legitimate grounds.

TECHNOLOGY USE POLICY

Turner provides a variety of electronic communication systems and information systems for use by employees, contractors, consultants and others in carrying out Turner business. These electronic communication systems include, but are not limited to, computer hardware, software, peripherals, electronic mail (e-mail), instant messaging, cell phones, smartphones, texting, items stored in the cloud, and the Internet, all of which comprise Turner's Information Services (IS) Assets and Services.

Turner is committed to protecting its IT Assets and Services, Authorized Users and clients from negative events and damaging actions by individuals. All Authorized Users have the obligation to abide by the following general guidelines:

Expectations of Privacy

Though Turner does not explicitly monitor employee use of Turner computers, phones, assets and services, employees should not have any expectation of privacy regarding their use of this technology or the data they create and store. Turner also retains the right to monitor individual employee use of Turner assets and services when warranted.

Personal Use of Technology Assets and Services

Generally speaking, the use of technology assets and services is permitted as long as it does not interfere with regular work or violate any Turner policies. Turner reserves the right to remove any inappropriate or personal content maintained on Turner systems.

PERSONAL CONDUCT

TECHNOLOGY USE POLICY (*continued*)

Purchasing/Licensing Technology Assets and Services

IS must approve any acquisition of new IT assets or services, even if they may be acquired free of charge. This ensures our ability to mitigate any potential cyber security or operational risks. All electronic information must be kept in an approved application or storage location.

Works Made for Hire

This portion of the policy clarifies Turner's ownership of intellectual property or inventions created by Turner employees. Turner is, however, willing to discuss and reach a mutual understanding with employees who believe they created a work that is unrelated to Turner business and/or not created with Turner resources.

All employees are required to certify in writing their agreement to abide by the terms and conditions of this Policy.

For further information, the entire Technology Acceptable Use Policy is accessible by clicking on "Policy Links" on TKN at Turner Resources > Human Resources.

All employees are required to certify in writing their agreement to abide by the terms and conditions of this Policy.

Please read the entire Technology Use Policy by clicking on "Policy Links" on TKN at Turner Resources > Human Resources.

SOCIAL MEDIA POLICY

Social Media refers to a variety of online communities and platforms including Facebook, Instagram, Twitter, LinkedIn, TikTok, and also blogs, social networks, chat rooms or forums, anywhere that information is shared in a public, accessible manner.

Employees who wish to access personal social media accounts are generally expected to do so during non-working time and on their personal (i.e., non-Turner) devices. However, employees are permitted to occasionally access personal social media accounts at work and on Turner devices, provided such use is limited in nature and does not otherwise interfere with you or your coworkers' work responsibilities or productivity.

PERSONAL CONDUCT

SOCIAL MEDIA POLICY *(continued)*

All employees must take care with sharing information on social media. Your employment with Turner includes a number of formal and informal expectations for your behavior as a representative, or ambassador of the company. These expectations extend to your online activities. Before posting online content, consider some of the risks and rewards that are involved, including whether the planned content is consistent with Turner's culture of caring and respect for others. Keep in mind that any of your online conduct that adversely affects Turner or your fellow employees, or clients, vendors, suppliers, people who work on behalf of the Company or its legitimate business interests, may result in disciplinary action up to and including immediate termination of employment.

The following specific guidance also applies:

- Ensure others know that your personal account or statements don't represent our company.
- Do not share intellectual property such as trademarks or proprietary information without prior written approval. Confidentiality and intellectual property policies, contractual obligations and laws always apply.
- Avoid any defamatory, offensive or derogatory content. Inappropriate postings that may include discriminatory remarks, harassment, retaliation, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated.
- If you see something, say something. If you see a post or site using Turner's name in any way that is in violation of these guidelines, please let your local HR team know or Call Turner's anonymous hotline at 888-738-1924, or email compliance@tcco.com.
- Public social networks, e.g. Facebook, Twitter, LinkedIn, should not be used as communication tools to conduct internal company business. Social media may not be used for communications with clients unless explicitly required by them.
- All public facing social media sites that utilize the Turner name must be coordinated through, and approved by Turner's Headquarters Marketing and Communications department prior to being launched. Turner owns all websites and other Social Media sites (including all associated contacts and followers) that any employee develops or creates in connection with their employment with Turner.

PERSONAL CONDUCT

DRESS CODE

The General Manager of each business unit will establish a level of appropriate dress within his or her unit. When visiting other business units, employees should check in advance to determine what attire is acceptable at that location.

When on a job site, appropriate dress and safety equipment should be worn. Clothing should never be a distraction to co-workers or clients.

Turner will make reasonable accommodations for dress or grooming directly related to employees' religion, ethnicity, or disabilities. Employees should discuss any accommodation needs with their manager or Human Resources Director/Manager.

If your manager determines that your attire is not in compliance with policy, you will be required to go home, change, and return to work. This time will not be considered as hours worked and will not be compensable.

If you need additional information about what attire is appropriate, please ask your Human Resources representative.

PERSONAL CONDUCT

DISPUTE RESOLUTION

As a condition of employment, all employees agree to be bound by Turner's Mutual Agreement for Alternative Dispute Resolution. Employees are also required to sign the Agreement.

This Agreement is designed to provide a program for the equitable resolution of disputes between Turner and present or former employees related to or arising out of a current or former employment relationship with Turner. Any such disputes must be submitted to non-binding mediation prior to the filing of an arbitration or other legal proceeding. You may request mediation by addressing your request in writing to your Human Resources Director or Human Resources Manager. Before requesting mediation, you may also report any dispute between the Company and you to your Human Resources Director or Human Resources Manager in writing.

Any dispute not fully and finally resolved in mediation must be resolved through mandatory, final and binding arbitration. The arbitrator will have the authority to award any individual damages or relief authorized by law. The award of the arbitrator will be in writing and will contain the arbitrator's factual findings, legal conclusions, and reasons for the award.

Certain claims are excluded from mediation and mandatory arbitration as outlined in the Agreement. Further information on these claims, as well as further information on the mediation and arbitration processes, is included in the Mutual Agreement for Alternative Dispute Resolution located on TKN > Human Resources > Policy Links.

This Agreement creates an exclusive procedural mechanism for the final resolution of all disputes falling within its terms. It is not intended either to abridge or enlarge substantive rights available under applicable law. The Agreement does not modify the at-will employment status of any employee.

ETHICS HOTLINE

Turner has set up a confidential ethics hotline administered by a third party administrator for reporting business conduct violations. This hotline can be reached at 1-888-738-1924, 24 hours a day, and 7 days a week. Information received via the hotline is relayed to Turner's Compliance Department and senior management to investigate. This service is not intended as a substitute for speaking directly with management. It is an option that is available for employees to call on an anonymous basis.

While we encourage and appreciate employees who raise ethical issues, please understand that employees using this hotline may not be informed of the results of any resulting investigation.

REIMBURSEMENT OF EXPENSES

BUSINESS TRAVEL

An employee traveling on approved Company business is reimbursed for the actual cost of transportation, meals, lodging, and incidental expenses while away from home. The use of a personal car is reimbursed at the IRS-approved rate plus tolls and parking charges. The decision as to whether the employee shall return home or remain on travel status over a weekend will be determined by the Operations Manager, Project Executive, or Department Head in charge of the project after consideration of the distance from the employee's home. In the case of out-of-town assignments of very short duration, the Operations Manager or Department Head and Project Executive may authorize the employee to remain in travel status during the period of the assignment.

While daily commutation over a long distance is not encouraged, the executive in charge may authorize, with the prior approval of the business unit Operations Manager or Department Head, the payment of a travel allowance to cover the cost of excessive daily roundtrip travel to and from an assignment in lieu of moving the employee, when such action is deemed advisable. There is no fixed distance that is considered "excessive"; such a determination is made at the sole discretion of the executive in charge and the business unit Operations Manager or Department Head.

Expense management is a key responsibility of our employees, including the responsibility to fully understand and adhere to the compliance aspects of our travel and expense policies. For complete guidelines on traveling and travel expenses please refer to the Travel & Entertainment Expense Policy contained in the Accounting Policies & Procedures Manual on TKN at Turner Resources > Human Resources > Policy Links.

SAFETY GUIDELINES

SAFETY AND WORK RULES

For your protection, as well as for the protection of all workers on our jobsites and others, all rules of safety are to be observed at all times. All accidents, no matter how minor they may seem, must be reported to your manager immediately. Please refer to the Employee Safety and Health Handbook for further information. This document can be accessed at TKN > Turner Resources > Safety > EH&S Manual 2013.

Turner extends many advantages and privileges to its employees. These in turn impose certain responsibilities, most important of which is that personal conduct must be such that the rights, privileges and well-being of others and the Company are not violated. With this in mind, the Company has developed policies and a set of work and safety rules for the benefit of all of us. We have already outlined many of these policies in this handbook.

In the bullet points that follow, we have set forth a partial list of actions that, if taken, will be considered a violation of Company rules. You are encouraged to read this list of actions and to understand them fully. If you engage in any one of these actions, it can result in disciplinary action, up to and including termination of employment. These guidelines are fundamental in nature and are matters of judgment and common sense. Since it is impossible to list guidelines to cover every situation, the absence of any illustration from this list will not prohibit the Company from taking disciplinary action, up to and including immediate termination of employment when the Company believes, in its sole discretion, such action is warranted. These guidelines do not in any way alter your employment-at-will relationship with the Company.

- Falsification of Company records, your employment application, timesheet or other personnel records.
- Leaving Company premises during scheduled work hours without the permission of your supervisor.
- Improper use of work time, such as extending meal periods, lengthy personal conversations, making frequent personal calls during working hours, frequent use of Company phones for personal calls, excessive use of Company computers for non-Company activities, conducting business for another company during work hours, sleeping during work hours, or leaving work stations without authorization.
- Repeated lateness or absence, including absence without notification to or authorization by your manager.
- Reporting to work in a condition unfit to perform your duties, including reporting to work with measurable amounts of illegal drugs or controlled substances in your system or being under the influence of alcohol, drugs or controlled substances.
- Consuming, possessing or selling illegal drugs or controlled substances (including prescription drugs not prescribed for you by a physician) while on Company premises or while performing your job duties.

SAFETY GUIDELINES

SAFETY AND WORK RULES *(continued)*

- Consuming alcohol while performing your job duties.
- Abusiveness or discourtesy toward clients, fellow employees or the general public.
- Smoking, eating and drinking in prohibited areas.
- Violation of any safety rules.
- Insubordination.
- Refusal to follow instructions or perform the work requested by a manager.
- Failure to meet a reasonable measure of efficiency and productivity.
- Abuse, unauthorized use or theft of the Company's or an employee's or a non-employee's merchandise, equipment, supplies, property, or records, including electronic files.
- Creating or contributing to unhealthy or unsanitary conditions.
- Violation of the Company's Equal Employment Opportunity or Anti-Discrimination Policies.
- Violation of the Company's Policy on Substance Abuse.
- Violation of the Company's Policies on Harassment or Bullying.
- Violation of the Company's Policy on Auto Safety.
- Violation of the Company's Policy on Technology Use.
- Violation of the Company's Standards of Business Conduct and Ethics Policy.
- Commission of a crime on Company premises or at a Company-sponsored event, or failure to report a crime on Company premises or at a Company-sponsored event to a supervisor.
- Fighting or starting a disturbance on Company premises or at a Company-sponsored event.
- To the maximum extent permitted by applicable law, possession of firearms or other dangerous weapons on Company premises or while on duty is prohibited.
- Failure to cooperate in an investigation conducted by the Company or on its behalf.
- Acting in conflict with the interests of the Company.
- Disclosing confidential Company information without authorization.
- Using Company equipment for other than Company business, except as permitted by policy.
- Unauthorized solicitation or distribution on Company property or work site locations.
- Commission of any crime that has a direct bearing on the employee's fitness or ability to perform the employee's job (subject to applicable law).
- Violation of OSHA standards.
- Defacing or damaging Company property.
- Interfering with normal work flow, production, or morale of a co-worker.

SAFETY GUIDELINES

SAFETY AND WORK RULES *(continued)*

Should your performance, work habits, conduct or demeanor become unsatisfactory in the sole judgment of the Company, based on either violations of the above or any other Company policies, rules, or regulations, or for any other reason in the discretion of the Company, you will be subject to disciplinary action up to and including termination of employment.

WORKPLACE SEARCHES

To safeguard our property and safety, and the property and safety of our employees, the Company reserves the right to question employees and all other persons entering and leaving our premises, to ask that jackets be opened, and/or to inspect any packages, parcels, purses, handbags, briefcases or any other possessions or articles carried to and from Company premises. In addition, the Company reserves the right to search any employee's office, desk, files, lockers, cabinets, and drawers, or any other area or article on our premises. Additionally, it should be noted that all offices, desks, files, lockers, cabinets, and drawers are the property of the Company and may be inspected at any time in the sole discretion of the Company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy will not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in inspections, as well as employees who after an inspection are believed to be in possession of stolen property or illegal drugs, will violate this policy and be subject to disciplinary action up to and including termination of employment.

AUTO POLICY

Per the Company Auto Policy, employees receiving a Company car or using their personal vehicle for Company business must hold a valid driver's license and are responsible for informing the Company of any change in the validity of their license. In addition, employees using personal vehicles for Company business are responsible for maintaining the minimum amount of insurance required by their state.

Please reference the entire Turner Auto Policy, and its related documents, by clicking on "Policy Links" on TKN at Turner Resources > Human Resources.

MISCELLANEOUS

TURNER MEDIA POLICY

Turner will make every effort to be responsive when reporters contact us. This includes requests for comment on the industry, project-related interviews, as well as inquiries about crisis situations. Public relations serves to increase Turner's visibility and preserve and enhance our credibility and reputation. It is important that when we speak we maintain consistent messaging to protect our reputation and promote our point of view.

Crisis Situations

Approved crisis spokespeople for Turner include: President, Chief Operating Officer, Executive Vice Presidents, Senior Vice Presidents, General Managers, or Headquarters Communications. No other staff members are authorized to respond to the media in crisis situations unless designated by senior management. It is essential that the leadership in each office identify and immediately report potential crisis issues to the National CSO (Claims, Safety, Operations) team.

If you are not an authorized spokesperson and you receive an inquiry concerning an incident, you can respond by saying, *"I am not an authorized spokesperson on this issue. Please give me a number and email address where someone can reach you. I will forward this information to the appropriate person. What would you like to know and what is your deadline?"* Please remember not to speculate. It is acceptable to say that you do not have the answer to their question.

Press Releases and Statements

Local offices are encouraged to develop and issue press releases. However, press releases, statements, or interviews should be approved by the General Manager. The Communications Department in New York must review all press releases before they are distributed. All material Turner press releases are approved by HOCHTIEF prior to issuing. Operations Managers, Project Executives, and Project Managers are approved spokespeople for project-related topics as long as the General Manager is first made aware.

Only HOCHTIEF spokespeople are approved to comment on HOCHTIEF issues and projects.

An endorsement or recommendation from Turner is valuable. If a third party makes a request to reference Turner, they must first obtain approval from the Headquarters Marketing and Communications Department. This includes, but is not limited to, press releases, promotional material, advertising, or on websites.

Other than as set forth herein, employees are not authorized to make any statements on behalf of Turner.

MISCELLANEOUS

SOLICITATION

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during working time. Employees who are not on working time (*e.g.*, those on lunch hours or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. This policy also prohibits solicitations via Turner's e-mail, instant messaging, text messaging, and other telephonic communication systems. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time.

Nonemployees are likewise prohibited from distributing material or soliciting employees on Turner premises at any time.

Catastrophic Event

When there is a catastrophic event experienced by a fellow employee and business unit management feels the event is serious enough to warrant it, a request may be made to Headquarters Human Resources for a contribution to assist the employee through this difficult situation. The request should state the circumstance(s) as well as a recommended amount for a contribution. As a company, we will refrain from asking our employees for monetary donations in any situation.