Employee Handbook

Great Lakes Aggregates, LLC

A Guide for Our Non-Exempt and Exempt Employees



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Introduction

This Employee Handbook ("Handbook") is a compilation of personnel policies, practices and procedures currently in effect at Great Lakes Aggregates, LLC ("Company").

The Handbook is designed to introduce you to our Company, familiarize you with Company policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment. The purpose of the Handbook is simply to provide you with a convenient explanation of present policies and practices at the Company. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace.

The Company reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

Part 1 – Getting Started

Employee Relations Philosophy

Our employees are our most important resource, and as such, we are committed to positive employee relations. Our goal is to treat all employees fairly in all aspects of their employment.

Working Together

Maintaining a good working relationship with our employees is an important Company policy. Our working relationship at Great Lakes Aggregates is based on teamwork and two-way communication.

By working together productively, both the Company and our employees succeed. There is real job security when the Company satisfies our customers' needs.

The Company has voluntarily provided our employees with competitive wages, excellent benefits, good working conditions, and good employment policies. We deal directly with our employees as individuals in a friendly atmosphere. No company is free from day-to-day problems, but we have policies and procedures to resolve those problems.

Recruitment and Hiring

The Company's primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities or experience needed to perform the work. Decisions regarding the recruitment, selection and placement of employees are made on the basis of job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with employees who apply. We encourage current employees to recruit new talent for our Company.

Hiring of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. Relatives of persons currently employed by the Company may be hired only if they will not be working directly for or supervising a relative. Great Lakes Aggregates, LLC employees cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred, if feasible. If that decision is not made within 30 calendar days, the supervisor(s) of the individuals, after consulting with the President. In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Introductory Period

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire.

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance, to determine whether the new position meets their expectations, and to evaluate the Company as their employer. The Company uses this period to evaluate employee capabilities, work habits, and overall performance. The Company may end the employment relationship at any time during or after the introductory period, with or without cause or advance notice.

Upon satisfactory completion of the initial introductory period, employees become "regular" employees. This change in status does not alter the "at-will" employment relationship.

Employment Classifications

The following terms will be used to describe employment classifications and status:

Full-Time Employee

Full-time employees are those who are regularly scheduled to work at least 40 hours per week.

Part-Time Employee

Part-time employees are those who are regularly scheduled to work at least 20, but fewer than 40 hours per week. Part-time employees are not eligible for Company paid benefits, with the exception of the 401(k) plan. Any employee who works 1,000 hours per year or more may participate in the 401(k) plan.

Temporary Employee

Employees hired for an interim period of time, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for Company benefits. Temporary employees include interns and co-op students.

Casual Employee

Employees who work on an occasional or as-needed basis. Casual employees are generally not eligible for benefits. If your status changes from temporary or casual to part-time or full-time,

you are considered hired on the date you become a full-time or part-time employee for purposes of calculating eligibility for benefits that require a minimum term of employment.

Your Employment Relationship with the Company

The Company employs you on an at-will basis. At-will employment means that the Company can terminate your employment at its will for any reason or no reason, with or without cause, at any time, with or without advance notice or warning, and without any right of review outside the Company Handbook (except as provided by applicable statute). Nothing in this Employee Handbook or in any of the Company's policies and procedures is contrary to the "at-will" nature of employment.

No Company employee, supervisor, manager, or other representative has any authority to enter into any agreement for employment for any specified period of time or terminable for cause or to make any representation or to establish any policy or practice contrary to the "atwill" nature of employment at the Company. Only an agreement in writing signed by an employee and the President of the Company expressly and specifically for the purpose of changing the "at-will" nature of the employee's employment can modify the "at-will" employment relationship.

The Employee Handbook replaces any prior policies, practices, and statements that the Company would employ any employee on other than an "at-will" basis.

Orientation and Training

To help you become familiar with the Company and our way of doing things, the Company will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, the Company may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

Hours of Work

The work week varies by specific job and area of responsibility. Your immediate supervisor will advise you or your regular work schedule, meal periods, and arrangements for personal breaks. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Hours of work are determined by the Company to meet the needs of our customers and overall business operations.

Overtime

Because of the nature of our business, your job may require overtime work. If the Company requires that you work overtime, we will give you as much advance notice as possible. You may not work overtime hours without prior approval by your manager.

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the supervisor's prior authorization.

Overtime compensation is paid to all non-exempt employees. A non-exempt employee is one who is eligible for overtime pay at the rate of time and one-half the employee's regular rate of pay. Whether an employee is exempt or non-exempt depends on the employee's job duties. The Company will notify you whether you are an exempt or a non-exempt employee.

If you are a non-exempt employee, you will be paid 1 ½ times your regular rate for all hours you work in excess of forty (40) hours in a work week. Overtime pay is based on actual hours worked. Time off on vacation leave or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Any employee scheduled to work on a holiday as defined will be paid overtime for all hours worked on that holiday.

Attendance and Punctuality

It is important for you to report to work on time and to avoid unnecessary absences. The Company recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your coworkers and can have a negative impact on the success of the Company.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

Some, but not all, absences are compensated under the Company's leave and benefits policies described in Part 4 below.

You are expected to be at your workstation at the beginning of each business day. If you are delayed, you must call your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with a manager. Regular delays in reporting to work will result in disciplinary action up to and including discharge.

Visitors in the Workplace

To provide for the safety and security of employees and the facilities at Great Lakes Aggregates, LLC only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare and avoids potential distractions and disturbances.

If an unauthorized individual is observed on Company premises, employees should immediately notify their supervisor.

Inclement Weather

The Company is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening and on rare occasions we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

In the event the Company's facilities are closed by the Company or the government, these are unpaid days for Non-Exempt personnel.

Dress Code and Public Image

As an employee of the Company, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of the office. You are required to dress in appropriate attire and to behave in a professional, businesslike manner.

The current Company dress code is casual. The Company is a professional business, where clients and others often visit. Generally, clean, neat clothing is acceptable. Please use common sense in your choice of business attire.

If you are not sure of the appropriate business attire, please check with your supervisor.

If an employee reports for work inappropriately dressed, the Company will send the employee home to change into appropriate attire. A non-exempt employee will not be paid for the time spent going home to change into appropriate attire and returning to work. An exempt salaried employee's earned vacation time will be charged for that time.

It is essential that you act in a professional manner and extend the highest courtesy at all times to co-workers, visitors, customers, vendors and clients. A cheerful and positive attitude is essential to our commitment to extraordinary customer service and exceptional quality.

Personal Conduct

The Company expects that all employees will conduct themselves with the pride and respect associated with their positions, fellow employees, customers and the company. Employees should always use good judgment and discretion in carrying out the company's business. The highest standards of ethical conduct should always be demonstrated by all employees. Improper conduct by and between employees and/or by and between employees and business associates on company premises or adversely affecting company work will not be tolerated.

Work Rules

Great Lakes Aggregates, LLC expects all employees to abide by certain work rules of general conduct and performance at all times. The rules governing employee conduct and responsibilities have been established in the best interest of the company, its employees and its customers. Accordingly, a violation of these rules constitutes misconduct on the part of the employee. These rules are guidelines only, and are not all inclusive.

The following are examples of misconduct for which an employee may be subject to discipline, up to and including termination of employment. These examples do not constitute a complete list of the circumstances for which disciplinary action may result. The Company's work rules and its disciplinary procedures do not alter the "at-will" employment relationship.

- Violation of, or failure or refusal to comply with, any of the policies, rules or procedures set forth in this handbook.
- Falsification of any records or reports pertaining to absence from work, claims pertaining to injuries occurring on company premises, claims for any benefits provided by the company, communications or records including personnel records.
- Disclosing confidential information to outsiders.
- Gambling, fighting or threatening violence on job sites or company property.
- Unethical conduct or serious conflicts of interest.
- Concealing defective work.
- Stealing the company's property, a customer's property or the property of any employee. Hiding, concealing or misappropriation of company property or the property of other employees or customers; sabotage or willful damage to company property, or the property of other employees or customers.
- Unauthorized use or sale of any company-owned property, material or equipment.

- Reporting to work under the influence of alcohol or illegal drugs; possession, distribution, sale or use of marijuana or illegal drugs or chemicals or consumption of alcohol while working on job sites, in the office or in company vehicles.
- Gross negligence of willful acts in the performance of duties resulting in damage to property or injury to others.
- Willfully misusing company property.
- Violation of the company's equal opportunity, unlawful harassment or sexual harassment policies.
- Safety violations.
- Not following a reasonable order or failure to perform work assigned or to comply with work and safety rules.
- Violation of company policies.
- Misuse of company equipment.
- Gaining unauthorized access to company records.
- Speeding or reckless driving or unauthorized use of company vehicle.
- Use of threatening, profane or abusive language.
- Demonstration of lack of courtesy towards other employees, customers or vendors.
- Not completing assignment within the time period or up to the quality or standard required by the company.
- Failure to timely and properly report personal injury resulting from an on-the-job work situation.
- Failure to timely and properly report the existence or occurrence of safety, injury or accident related events.
- Boisterous or disruptive activity in the workplace.
- Insubordination or other disrespectful conduct.
- Sexual or other unlawful or unwelcome harassment.
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
- Excessive absenteeism or any absence without notice.
- Unauthorized absence from work station during the workday.
- Unauthorized use of telephones, mail system or other employer-owned equipment.

- Violation of personnel policies.
- Unsatisfactory performance or conduct.

Personal Vehicles

Employees may use their personal vehicles on official company business provided prior approval has been obtained from their immediate supervisor. Minimum insurance requirements as specified by the company's insurance carrier must be in effect at the time the employee's personal vehicle is used and the employee may be required to provide the appropriate proof of insurance.

Bribes, Kick-Backs and Other illegal Payments

Bribes, kick-backs and other illegal payments to or from any individual with whom we conduct business (in any form and for any purpose) are prohibited.

Certain types of rebates to the company from suppliers (but not to or from an individual employee) are legitimate to correct commercial inequity if done within government trade regulations.

Accepting Gifts

It is the policy of Great Lakes Aggregates, LLC that no employee shall receive any gift, excessive or unusual entertainment, loan or other favor (valued in excess of \$50.00) from any outside source (including customers and suppliers) without approval from the President.

Work Space

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items not required to perform your job.

Office Equipment

Certain equipment is assigned to staff depending on the needs of the job, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the Company and cannot be removed from the office without prior approval from your supervisor. It is expected that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnosis the problem and take corrective action.

Personnel Records

The Company must maintain accurate personnel records because the Company relies on the information in its records. You are responsible for notifying your immediate supervisor or the Human Resources Department of any change in name, home address, telephone number, e-

mail address, marital status, and number of dependents, immigration status, or any other pertinent information.

Performance Reviews, Salary Reviews

You will have your first performance review at the end of your first three (3) months of employment with the Company. Thereafter, performance reviews will normally be conducted annually. All performance reviews will be completed in writing by your supervisor or manager on the form designated by the Company, and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the Company at its discretion in consideration of various factors, including your performance review. The performance review process does not alter the "at-will" nature of employment.

Part 2 – Our Policies and Practices

Internet Access

Access to the Internet is given principally for work-related activities or approved educational / training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect a user's performance of employment-related activities.

The Company email and Internet system is the property of the Company. By accessing the Internet, Intranet and electronic mail services through facilities provided by the Company, you acknowledge that the Company by itself or through its Internet Service Provider may from time to time monitor, log, and gather statistics on employee Internet activity and examine all individual connections and communications.

Responsibilities and Obligations

Employees may not access, download or distribute material that is in breach of the law, or which others may find offensive or objectionable, such as material that is pornographic, bigoted or an incitement to violence.

You must respect and comply with copyright laws and intellectual property rights of both the Company and other parties at all times. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the Company.

Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and Company policies. Violation of this policy is a serious offense and, subject to the requirements of law, may result in a range of sanctions from restriction of access to electronic communication facilities to disciplinary action, including dismissal.

Email

The email system is the property of the Company. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Company. You may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.

The Company email system is Company property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using Company hardware and software.

Electronic mail is like any other form of Company communication, and may not be used for harassment or other unlawful purposes. Your email account is a Company-provided privilege, and is Company property. Remember that when you send email from the Company domain, you represent the Company whether your message is business-related or personal.¹

Telephones

This document sets forth **GREAT LAKES AGGREGATES**, **LLC** policies about cell phone usage and applies to all Company employees. For purposes of this policy, the term "cell phone" is defined as any handheld electronic device with the ability to receive and/or transmit voice, text, or data messages without a cable connection (including, but not limited to, cellular telephones, digital wireless phones, radio-phones/walkie-talkies, telephone pagers, PDAs (personal digital assistants with wireless communications capabilities), or RIM ("research in motion") wireless devices). The Company reserves the right to modify or update these policies at any time.

1. Use of Company Owned Cell Phones

- (a) <u>Personal calls.</u> Excessive personal calls during the workday can interfere with employee productivity and be distracting to others. Employees should restrict personal calls during work time. Most personal calls should be made during non-work time whenever possible, and employees should ensure that their friends and family members are instructed of this policy.
- (b) <u>Unsafe Work Situations</u>. The Company prohibits the use of cell phones or similar devices while at any work site at which the operation of such device would be a distraction to the user and/or could create an unsafe work environment. Such work sites must be secured or the device used only by an employee who is out of harm's way at such work environments.
- (c) <u>Use While Driving.</u> The Company prohibits employee use of cell phones or similar devices for Company-related purposes while driving. This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to e-mail, checking for phone messages, or any other purpose related to Company employment, the Company, its customers, vendors, volunteer activities, meetings, or civic responsibilities performed for or attended in the name of the Company, or any other Company-related activities not named herein. Employees may not use cell phones or similar devices to receive or place calls, text message, surf the Internet, check phone messages, or receive or respond to e-mail while driving if they are in any way performing activities related to their employment. Employees must stop their vehicles in safe locations in order to use cell phones or similar devices.

If acceptance of a call is unavoidable and pulling over is not a safe option:

- Use hands free device
- Use the voice activated or speed dial feature
- Keep eyes and attention on the road and both hands free to operate the vehicle

Special care should be taken in situations:

- When there is moderate to heavy traffic
- Inclement weather
- Driving in an unfamiliar area

2. Use of Camera Phones.

The use of the electronic imaging function of cell phones is only allowed for company related business. Employees may not take photographs and video, whether by camera phone or any other device, in "private" areas, including restrooms and locker rooms. Employees who violate this policy will be subject to disciplinary actions, which may include deletion of the photos and confiscation of the camera, termination of employment, or legal action.

3. Damage, Loss or Abuse

The cell phone provided is property of Great Lakes Aggregates Company and it is the responsibility of the employee to keep it in working condition. If a phone becomes damaged, it should be brought to your manager's attention that will then contact the Company Representative for replacement or repair. A lost or stolen cell phone should immediately report to the employee's supervisor so that the phone service can be suspended. All business related costs incurred for replacement or repair will be the responsibility of the employee. Repair cost due to abuse or neglect will be determined by their supervisor.

4. Downloading Apps , Multimedia and Social Media

Downloading and installing phone applications must be preapproved in writing to the Great Lakes Aggregates management. Video and Audio streaming of any kind is prohibited. Accessing social media sites such as Facebook, LinkedIn and Twitter is strictly prohibited. Approved training and educational streaming may be approved upon request.

5. Review of Monthly Charges.

The Company will monitor employees' cell phone usage on Company-issued devices. Signs of potential misuse will be brought to the attention of the employee's manager, who will determine if reimbursement or other action is required.

6. Special Responsibilities of Management.

Management staff is expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy. Managers should monitor employees to ensure that the presence of cell phones in the work place provides optimum benefits. Managers should also address proper cell-phone etiquette with their employees. Managers should immediately implement preapproved disciplinary measures for employees who violate safety procedures in the operation of cell phones.

Smoking

In order to provide a safe and comfortable working environment for all employees, smoking is strictly prohibited at all times inside any Company building. This includes all offices, garage buildings or enclosed structures. Smoking is prohibited in Company vehicles and equipment if a non-smoker is exposed to second hand smoke.

Safety and Accident Rules

Safety is a joint venture at the Company. We provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act and the Mine Act of 1977. As an employee, you have a duty to comply with the safety rules of the Company, and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. Your workspace should be kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor.

Medical Procedures

If you become ill or get hurt while at work, you must notify your manager immediately. The Company is concerned about the physical well-being of its staff and encourages all employees to have periodic physical examinations. Check your health plan documents to determine coverage. The Company may also request that a physician examine you whenever conditions make this desirable for your protection or that of the Company. The Company pays for physical examinations administered at the request of the Company.

Promotions and Transfers

In an effort to match you with the job for which you are most suited and/or to meet the business and operational needs of the Company, you may be transferred from your current job. This may be either at your request or as a result of a decision by the Company.

Most job openings that are intended to be filled from within the Company will be communicated electronically. The Company reserves the right to transfer or promote an employee without posting the availability of that position. Temporary transfers may be made at the discretion of the Company management.

You are eligible to request a transfer and to be considered for promotions upon completion of six (6) months of satisfactory performance in your current job. Your eligibility is also dependent, of course, on your having the needed skills, education, experience and other qualifications that are required for the job. However, a transfer may take place within the first six (6) months of employment if the management of the Company believes that it is in the best interest of the Company to make an exception to this guideline.

Travel

The company will reimburse employees for approved travel and establish appropriate guidelines prior to the travel date.

Part 3 – Equal Employment Opportunity

Equal Employment Opportunity Policy

Employment decisions at the Company will be based on merit, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, genetic information, height, weight, marital status, or any other characteristic protected by law. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, and termination.

The Company will make reasonable accommodations for qualified individuals with disabilities unless doing so would result in an undue hardship.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the President. Employees can raise concerns and make reports without fear of reprisal. Retaliating or discriminating against an employee because the employee has complained about alleged discrimination or has reported alleged discrimination to the Company is unacceptable. Anyone found to be engaging in any type of unlawful discrimination or retaliation will be subject to disciplinary action, up to and including termination of employment.

Harassment

Racial, sexual, ethnic, religious, age-related, or disability-related harassment is inappropriate and violates the Company's equal employment opportunity policy. Examples of prohibited harassment include: offensive verbal comments or insults and insulting pictures or gestures. The Company's anti-harassment policy prohibits harassment by any employee, including management personnel, any volunteer, any member, or any visitor or vendor, and it applies to harassment in the workplace and at off-site activities, such as, for example, the Companysponsored events.

The Company specifically prohibits sexual harassment in the workplace and at off-site activities, such as, for example, the Company-sponsored events. Our employees have the right to work without sexual harassment by management personnel, co-workers, customers, visitors, or vendors. Examples of prohibited sexual harassment include: repeated offensive sexual advances; continued or repeated unwelcome verbal comments of a sexual nature; unwelcome display of sexually suggestive objects or pictures in the workplace; and offensive physical conduct of a sexual nature.

No Company supervisor may threaten that an employee's refusal to submit to sexual harassment will negatively affect the employee's employment in any way. No Company supervisor may condone a hostile, intimidating, or offensive work environment caused by the sexually harassing actions of Company employees, management personnel, volunteers, members, visitors, or vendors.

An employee should report any prohibited harassment to his or her supervisor or another member of management. The Company will carefully investigate all employee complaints of prohibited harassment. We will respect the privacy of the complaining employee and the accused employee to the extent possible in the investigation.

Retaliating or discriminating against an employee because the employee has complained about any form of prohibited harassment or has been a witness in an investigation of any harassment complaint is unacceptable.

The Company will take prompt corrective action to remedy any confirmed harassment. The Company will discipline, up to and including discharge, an employee who has engaged in prohibited harassment.

Part 4 – Compensation

Payroll Practices

Employees are paid weekly with funds deposited to accounts at 12:01 a.m. on each Thursday.

Time Keeping

The Company must keep an accurate record of time worked by non-exempt employees in order to calculate their pay and benefits correctly. Accurately recording time worked is the responsibility of every non-exempt employee. Non-exempt employees should accurately record the time they begin and end their work.

Altering, falsifying, or tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Salary Deductions and Withholding

The Company will withhold the following from your paycheck:

Taxes

Federal, state, and local taxes, as required by law, as well as the required FICA (Social Security) and Medicare payments.

Insurance

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

Other Deductions

Other deductions which you authorize, including short-term disability insurance, flexible spending account (FSA) contributions, and 401(k) contributions.

Direct Deposit

All employees are required to have direct deposit into their bank account. You will be given the authorization form for deposit by the Human Resources Department. Direct deposit is mandatory for all employees.

Pay Advances

The Company does not provide pay advances on unearned wages to employees.

Administrative Pay Corrections

The Company takes all reasonable steps to ensure employees receive the correct amount of pay in each paycheck and paid promptly on the scheduled payday.

In the event there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their supervisor in order the corrective action can be made as soon as possible.

Wage Assignments (Garnishments)

We hope you will manage your financial affairs so that the company will not be obligated to execute any court-ordered wage assignment or garnishment against your wages. However, when court-ordered deductions are to be taken from your paycheck, you will be notified.

Exempt Salaried Employees

Certain categories of employees are exempt from the overtime compensation requirements of the Fair Labor Standards Act (FLSA). Based on their duties, these "exempt" employees typically fall into the FLSA categories of executive, administrative, and professional employees. Employees classified as "exempt" are paid on a salary basis by the Company, which will notify employees if they are "exempt" salaried employees.

The Company intends to pay exempt salaried employees on a salary basis and not to make any salary deductions that federal law prohibits. If an exempt salaried employee perceives that the Company has made an improper salary deduction, the employee should notify the Company as soon as possible.

The Company will conduct a prompt and thorough investigation to determine whether an improper salary deduction occurred. It will notify the exempt salaried employee about the outcome of the investigation. If the investigation discloses an improper salary deduction, it will reimburse the exempt salaried employee for any improper deduction and will take appropriate corrective actions to ensure that improper salary deductions do not occur in the future. The Company is committed to properly paying exempt salaried employees.

Part 5 – Benefits

General

This section describes the fringe benefits provided by the Company and information on your eligibility for benefits. Details regarding each benefit plan are contained in the Company's Benefit Booklet.

Medical Insurance

The Company offers medical insurance to all full-time employees. Details of the plans may be found in the Benefit Booklet. This Handbook does not constitute such a legal document. These plans are subject to change at the Company's discretion. Additionally, the amount that you may be required to contribute towards the premiums for any of these plans may be changed at the Company's discretion.

Waiting Period

Full-time employees are eligible to participate in the various insurance programs offered by the Company on their 90th day of employment.

Employee Contributions

The Company's benefit package is non-contributory at this time. The Company reserves the right to modify employee benefit contributions with notice to employees.

Workers' Compensation

If you are injured on the job or incur a work-related illness, you will be eligible for income replacement and medical expense benefits under the Michigan worker's compensation system. The Company pays the cost of the worker's compensation insurance that provides these benefits.

If you should be injured on the job, please notify your supervisor.

Unemployment Compensation

If you are laid off or your employment terminates, you may be eligible for unemployment compensation benefits under the Michigan Employment Security Act. The Company pays the cost of the benefits by taxes paid to fund the unemployment compensation system.

Social Security

Social Security helps provide financial security for you when you retire. You and the Company contribute to the Social Security system.

Part 6 – Holidays, Vacation and Other Leave

Vacation

The Company recognizes the importance of vacation time in providing rest, recreation and personal enrichment. Vacations are established on a calendar-year basis. Because the Company believes it is in the best interest of both the Company and our employees that employees take vacation time each year, the Company does not grant pay in lieu of time off. Employees may, however, carry over a maximum of five (5) days of vacation from one year to the next.

Full-time employees earn vacation time as follows:

1st and 2nd year of employment	40 hours
3rd through 7th year of employment	80 hours
8th through 14th year of employment	120 hours
15th year of employment (maximum)	160 hours

Part-time employees are not eligible for vacation time.

Eligibility

Full time employees begin accruing vacation when they first begin work for the Company. Employees may use their vacation at any time after the first 180 days of employment. If an employee leaves the Company and has taken more vacation time than he or she has accrued, then the employee will be obligated to pay back to the Company any vacation time taken but not earned. The deduction will be made from the employee's last check.

Procedure

Requests for vacation time should be submitted to your supervisor as soon as you know when you wish to schedule your vacation, but in no event less than two weeks prior to the time requested. Vacation requests are approved by your immediate supervisor. Vacation time is coordinated within each team so that sufficient staff is available to provide adequate coverage at all times, and there may be Company-wide or department-specific "blackout dates," as necessary. Vacation requests are granted on a first-come, first-served basis. In the event of a conflict in vacation requests, your supervisor will consider the Company's staffing needs during the relevant period, as well as the length of service with the Company of the employees involved.

Holiday Pay

Employees are entitled to the following paid holidays:

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

To be eligible for holiday pay, an employee must work the last scheduled day before and the first scheduled day after a holiday, unless the Company has excused the absence. An employee who is on a leave of absence will not be eligible for holiday pay.

Unpaid Personal Time

Personal leave may be used for the following:

- Medical and dental appointments for yourself or family members;
- Your personal illness or that of a member of your family; or
- Personal business that cannot be tended to outside of work hours, e.g., a house closing.

You are not required to give any specific reason for using your personal/sick time. However, when you do take personal/sick time you should give your immediate supervisor as much advance notice as possible.

Notification Procedures

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail or message with another staff member does not qualify as notifying your supervisor.

When absence is due to illness, the Company reserves the right to require appropriate medical documentation. Excessive absenteeism or tardiness can result in discipline, up to and including discharge. (Also see the section on Family & Medical Leave for extended leave situations.)

Bereavement Leave

Employees will receive up to three (3) days of paid time off in the event of the death of a member of their immediate family. Immediate family includes spouse, child, parent, parent-in-law, brother or sister, and brother-in-law or sister-in-law. You are allowed one day of paid leave in the event of the death of an extended family member. Extended family includes grandparents, aunts and uncles, and other more distant relatives. Supporting documentation is required.

Military Service Leave

The Company will grant military leaves and will comply with the applicable laws regarding the rights of employees returning from their military service.

Civic Duty Leave

Jury Duty

The Company encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you bring in a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The Company will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

The Company will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first five days of jury service (or in accordance with applicable law, if different). If additional time is required, it will be granted, but without pay.

Appearance as a Witness

An employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued vacation time when appearing as witnesses.

Voting

The Company encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. The Company, therefore, requests that employees schedule their voting for before or after their work shift. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

Family - Medical Leave of Absence

Family-Medical Leave Entitlement

The Company provides eligible employees up to 12 weeks of leave per 12-month period for certain family and medical reasons. The FMLA also entitles eligible employees to leave in

certain circumstances related to a qualified family member's military service. The 12-month period is measured forward from the first date when an employee's leave begins.

Employee Eligibility

An employee is eligible if the employee has completed 12 months of employment, has completed 1,250 hours of service in the 12 months before the start of the leave, and works at a Company facility where there are at least 50 employees within 75 miles of that facility.

Hours worked include overtime hours worked and time that an employee would have worked for the Company if not engaged in military service, but exclude paid time off (vacation days, medical leave days, holidays, and personal business days), leaves of absence, and layoffs.

An ineligible employee cannot take family-medical leave time, but may be entitled to time off under other Company policies.

Family-Medical Leave Circumstances

An eligible employee may take an FMLA leave for any of the following reasons:

- For the birth of the employee's child and for the care of the newborn child.
- For the placement with the employee of a child for adoption or foster care.
- For the care of the employee's spouse, child, or parent who has a serious health condition.
- For a serious health condition that makes the employee unable either to perform the essential functions of the job or to work at all.
- For any qualifying exigency that arises out of the fact that the employee's spouse, son, daughter, or parent either is on covered active military duty in a foreign country or call to covered active duty requiring deployment to a foreign country or has been notified of an impending call or order to covered active duty status in a foreign country as a member of the Armed Forces, National Guard, or Reserves.
- For a qualifying military member family–medical leave.

An FMLA leave may start before the birth, adoption, or foster care placement, depending on the circumstances. The leave must end within 12 months of the birth or placement.

Serious Health Condition

A "serious health condition" includes an illness, injury, impairment, or a physical or mental condition involving:

- any period of incapacity requiring continuing treatment by a health care provider and absence from work, school, or regular daily activities of more than 3 full consecutive days;
- any period of inpatient care;
- any period of incapacity due to pregnancy or pre-natal care;
- any period of incapacity due to a chronic serious health condition that requires periodic visits for treatment and may cause episodes of incapacity; or
- Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective.

Continuing treatment means either 1 treatment by a health care provider and a regimen of continuing treatment or 2 or more treatments by a health care provider within 30 days of the first day of incapacity. The first treatment by the health care provider must occur within 7 days of the first day of incapacity.

Treatment by a health care provider requires a visit to the health care provider. A telephone conversation with a health care provider does not qualify as a treatment by a health care provider.

Periodic visits for treatment of a chronic condition mean at least twice a year.

Use of Family-Medical Leave

Each time an employee is absent because of a family-medical qualifying reason, that absence is counted against the employee's 12 weeks of family-medical leave in that 12 month period, even if the employee has not specifically requested the use of family-medical leave. One quarter of an hour is the shortest period of time that is charged.

An absence due to an incapacity of more than 3 full consecutive days caused by a work-related injury and for which the employee receives worker's compensation benefits is counted as a family-medical leave. An absence due to incapacity of more than 3 full consecutive days caused by an injury or illness for which the employee receives short-term disability benefits is also counted as a family-medical leave.

If an employee has an FMLA-qualifying reason that limits an employee's ability to work required overtime work, the amount of required overtime that is not worked by an employee as a result of the FMLA-qualifying reason is counted against the employee's 12 weeks of family-medical leave.

If a holiday observed by the Company occurs during a family-medical leave of less than 1 week, the holiday is not counted against the employee's 12 weeks of family-medical leave.

An absence, tardiness, or leaving early for a qualifying family-medical reason is not counted against an employee's attendance record for disciplinary purposes. Time-off that is not for a

qualifying family-medical reason will be counted against an employee's attendance record for disciplinary purposes.

Notice of Need for Family-Medical Leave

Foreseeable Leave: An employee must provide 30 days advance notice when a family-medical leave is foreseeable. If an employee fails to give the 30 days notice for a foreseeable leave, the Company may deny the taking of the leave until at least 30 days after the employee provides the notice. If 30 days advance notice cannot be given due to the circumstances, an employee must give notice as soon as practicable, which normally means the same business day that the employee learns of the need for the leave or the next day.

Unforeseeable Leave: An employee must notify the Company of the need for an unforeseeable family-medical leave as soon as practicable, which normally means the same business day that the employee learns of the need for the leave or the next day. In addition, the employee must follow the Company's regular attendance notification policy to report an unforeseeable absence. To call in sick without providing more information is not sufficient notice of a need for family-medical leave on an unforeseen basis.

Leave Request Procedures: Employees requesting leaves under the FMLA for their own or a family member's serious health condition or for a family member military leave must use the Company's regular procedures for time off requests. An employee must provide sufficient information for the Company to determine if the leave may qualify for FMLA coverage and the anticipated timing and duration of the leave. For any kind of leave, if timely notice is not provided, the period of delay counts as non-FMLA time and could result in disciplinary action. After a FMLA leave has been approved, an employee using FMLA time must specifically refer to the qualifying reason or state that FMLA time will be used when requesting time off.

Approval of Family-Medical Leave Request and Medical Certification

The Company will notify the employee about their eligibility for a FMLA leave and what the employee's rights and responsibilities are within 5 business days of notification by the employee.

The Company has a medical certification form and may provide a job description or a list of the employee's essential job functions to the employee's health care provider. The Company will provide the medical certification form to the employee within 5 business days after the request for a family-medical leave.

An employee must provide a medical certification of the need for a serious health condition leave by 15 days after the Company requests the medical certification. The medical certification must state what functions of the employee's position that the employee is unable to perform.

If the submitted medical certification form is incomplete or insufficient, the Company will notify the employee and instruct the employee to have it properly completed by the employee's health care provider by 7 days after the Company notifies the employee about the incomplete form. An employee's failure to submit a complete or sufficient medical certification will result in the denial of the request for family-medical leave.

A health care provider representing the Company, a human resource professional, leave administrator, or manager (but not the employee's direct supervisor) may contact the employee's appropriate health care provider to clarify or confirm the information in the medical certification.

When an employee's need for family-medical leave lasts beyond a single 12-month period, the Company may require a new medical certification in each subsequent 12-month period.

The company generally may not request recertification of a serious health condition more often than once every 30 days. If a medical certification provides that a serious health condition will continue for more than 30 days and up to 6 months, the Company generally will not request recertification of the serious health condition until the expiration of the specified period of time.

The Company will not treat a "serious health condition" for incapacity of more than 3 full consecutive days as qualifying time off unless the employee submits to the Company a completed medical certification form. An employee's failure to submit a completed medical certification form means that the time-off is not qualifying and will be counted against an employee's attendance record for disciplinary purposes.

The Company may require, at its expense, a second opinion for a family-medical leave for a serious health condition of the employee or a member of the employee's immediate family. If the opinions of the employee's health care provider and the Company's doctor differ, then the Company may require the employee or the immediate family member to undergo a medical examination, at the Company's expense, by a health care provider selected by the Company or its second opinion doctor and the employee or the employee's health care provider. The third opinion will be final and binding on the Company and the employee.

The Company may request and receive information related to an employee's eligibility for short-term disability benefits or workers' compensation benefits and may consider that information in determining the employee's eligibility for FMLA leave.

Pay and Benefits During A Family-Medical Leave

A family-medical leave is generally unpaid. Paid time off, however, may be used for any familyleave at the employee's or the Company's option. An employee may receive short-term disability benefits or workers' compensation benefits during a family-medical leave, depending on the reason for the leave. The Company and an employee may agree to supplement short-term disability benefits or workers' compensation benefits with paid time off.

The Company will continue to pay for its share of the premiums for an employee's health insurance coverage during a family-medical leave for up to 12 weeks in the 12 month period or during a military service member family leave for up to 26 weeks in a single 12 month period.

Reinstatement At The End Of A Family-Medical Leave

At the end of a family-medical leave of 12 weeks or fewer or a military caregiver leave of 26 weeks or fewer, the Company will restore an employee to the employee's pre-leave position or an equivalent position.

At the end of a family-medical leave because of the employee's serious health condition, the employee must provide a fitness-for-duty certification from the employee's health care provider upon returning to work, and the fitness-for-duty certification must state whether the employee can perform the essential functions of the employee's job.

Key employees may not be entitled to reinstatement. A key employee is among the 10% highest-paid employees employed by the Company within 75 miles of the employee's work site. The denial of reinstatement to a key employee is allowed when substantial and grievous economic injury to the operations of the Company would result from the reinstatement of the key employee. The determination of whether key employee status exists will be made at the time when the request for leave is made.

Intermittent Or Reduced Work Schedule Family-Medical Leave

An employee may take a family-medical leave on an intermittent or reduced work schedule basis if it is medically necessary, is needed because of any qualifying exigency, or is needed to care for a military member.

An employee must notify the Company about a medical need for an intermittent or a reduced schedule leave. The Company will issue a medical certification form to the employee, who must submit, by 15 days after receiving it, the completed form indicating the medical need for an intermittent or a reduced schedule leave. An employee using this kind of leave for planned medical treatment must make a reasonable effort to schedule the treatment in a way that will not disrupt the Company's operations.

The Company, whenever possible, will temporarily transfer an employee to an available alternative position for which the employee is qualified and which better accommodates the intermittent or the reduced schedule leave that is foreseeable for a planned medical treatment.

Spouse Employed By the Company

When the Company employs both the husband and the wife, they are entitled to a combined total of 12 weeks of leave during a 12-month period if the leave is taken due to the birth of a child or to care for the newborn child, is due to the placement of a child for adoption or foster care, or in order to care for a parent with a serious health condition. When the husband and the wife both use family-medical leave for one of these reasons, the husband and the wife are entitled to the difference between the amount that he or she has taken individually and the 12 weeks for leave for other qualifying family-medical reasons.

Extension Of Family-Medical Leave

The Company will not permit an employee who has exhausted the maximum 12 week familymedical leave period to extend the family-medical leave beyond the 12 week maximum. An employee who has exhausted the 12 weeks of family-medical leave may be eligible for an extension of the time off under other Company leave policies and may be eligible for shortterm disability or workers' compensation benefits, depending on the reason for the time off.

No Other Employment During A Family-Medical Leave

An employee will not be allowed to engage in any other employment during any familymedical leave, including a service member family leave, except as approved by the Company. Violation of this policy will result in termination.

Fraudulent Leave Request

An employee who fraudulently obtains FMLA leave will be subject to disciplinary action, up to and including discharge.

Qualifying Exigency Leave (Employee's Immediate Family Member Who Is In The Armed Forces, National Guard, or Reserves)

A "qualifying exigency" can occur when the employee's spouse, son, daughter, or parent is on covered active duty or on call to covered active duty status or is notified of an impending call or order to covered active duty as a member of the Armed Forces, Reserves, or National Guard. Covered active duty requires deployment to a foreign country:

- Short-notice deployment.
- Military events and related activities.
- Child care and school activities.
- Financial and legal arrangements.
- Counseling.

- Rest and recuperation.
- Post-deployment activities.

The Company and an employee also may agree that other events that may arise out of the military member's covered active duty or call to covered active duty status will qualify as an exigency.

When an employee requests a leave for any qualifying exigency, the employee needs to submit a copy of the military member's active duty orders or other military documentation indicating both the military member's status on covered active duty or call to covered active duty and the dates of the military member's covered active duty service.

Human Resources can answer any questions about whether a "qualifying exigency" leave is available.

Military Caregiver Leave

An eligible employee may take a total of 26 work weeks (130 work days) during a single 12month period to care for a spouse, son, daughter, parent, or next of kin who is either:

• a member of the Regular Armed Forces, the National Guard, or the Reserves, including those on the temporary disability retired list, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or on the temporary disability retired list for a serious injury or illness, or

a veteran of the Armed Forces, the National Guard, or Reserves who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness, and was discharged or released, under conditions other than a dishonorable discharge, at any time during the 5 years before the first date an eligible employee takes military caregiver leave to care for the covered veteran.

"Next of kin" means the nearest blood relative other than the service member's spouse, parent, son, or daughter in the following order: blood relatives who have been granted legal custody of the service member, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the service member has specifically designated another blood relative as his nearest blood relative for the purpose of a service member family leave.

For the purpose of a military caregiver leave, a serious injury or illness generally means an injury or illness incurred by the military member in the line of duty on active duty that may render the military member medically unfit to perform the duties of his or her office, grade, rank, or rating or an injury or illness that existed before the military member's active duty and was aggravated by service in the line of active duty in the Armed Forces.

During a single 12-month period, an eligible employee will be entitled to a combined total of 26 work weeks (130 work days) of leave for military caregiver leave and all other kinds of family-medical leave. This combined total during the single 12-month period when military caregiver leave is used will have no effect on the availability of family-medical leave for any qualifying reason during any other 12-month period.

Each time an employee is absent because of a military caregiver leave, that absence is counted against the employee's 26 weeks of family-medical leave in a single 12-month period. One quarter of an hour is the shortest period of time that is charged.

When an employee requests a military caregiver leave under this policy, the employee must submit a certification completed by an authorized health care provider of the military member.

An employee must provide the medical certification by 15 days after the Company requests the medical certification. If the submitted medical certification form is incomplete or insufficient, the Company will notify the employee and instruct the employee to have it properly completed by the health care provider by 7 days after the Company notifies the employee about the incomplete or insufficient form. An employee's failure to submit a complete or sufficient medical certification will result in the denial of the request for leave.

When the Company employs both the husband and wife, they are entitled to a combined total of 26 weeks of leave during a single 12-month period for a military caregiver leave or for a combination of military caregiver leave and all other kinds of family-medical leave during a single 12-month period.

The Company will not permit an employee who has exhausted the maximum of 26 weeks in a single 12-month period of service member family leave to extend that leave beyond the 26-week maximum. An employee who has exhausted the 26 weeks of military caregiver leave may be eligible for an extension of the time off under other Company leave policies.

<u>Poster</u>

The Company's FMLA poster contains additional information about the FMLA.

Part 7 – Miscellaneous

Leaving the Company

If you wish to resign your employment with the Company, you are requested to notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter.

You will be paid for accrued, but unused vacation time as part of your last paycheck.

The Company asks all employees to participate in an exit interview with their immediate supervisor prior to leaving the Company. This provides an opportunity to return company property. Company paid benefits are terminated upon your last date of employment.

If you leave the Company in good standing, you may be considered for reemployment at a later date. However, in the case of rehiring, you may be considered a new employee with respect to vacation time, benefits and seniority.

Problem Resolution

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure.

If situations occur when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to present the problem to their immediate supervisor.

This procedure offers all employees the opportunity to discuss any concerns with management. We encourage you to use the procedure when you have a concern. We cannot resolve your concern unless you first tell us about it. We may not always agree with you or tell you what you want to hear, but we will always listen to you and give you a fair, reasonable answer. No employee will be penalized, formally or informally, for voicing a complaint with the Company in a reasonable, businesslike manner or for using the problem resolution procedure.

An employee should start at Step 1, unless the employee is uncomfortable discussing a particular concern with the supervisor. Then the employee is free to start at Step 2. No employee will ever be penalized for bypassing Step 1.

<u>Step 1</u>

An employee should present the concern verbally or in writing to the supervisor:

- Why do you see this situation as a concern? AND
- How you want to resolve it?

The supervisor will investigate the concern and will promptly respond to the employee.

<u>Step 2</u>

If the concern is not resolved at Step 1, an employee should present the concern in writing to the President:

- You do not feel the concern was satisfactorily resolved at Step 1. OR
- You are not comfortable addressing this particular concern with your supervisor.

The President will investigate the concern and will promptly respond to the employee. The President's answer will be final.

Substance Abuse Policy

While on Company premises and while conducting business-related activities off Company premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The Company defines "under the influence of alcohol," for the purpose of its alcohol rules and policies, as .02% blood alcohol concentration or above. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Post-Accident or On-The-Job Injury – An employee who is involved in an on-the-job accident or injury may be tested for alcohol and drugs at the Company's expense as part of the Company's investigation into the cause of the accident or injury. The Company may require the alcohol and drug testing of any employee who is involved in an on-the-job accident resulting, in the Company's opinion, in significant damage to personnel, materials or equipment. The Company also may require the alcohol and drug testing of an employee whose on-the-job injury needs medical treatment at a medical facility.

Reasonable Suspicion – The Company will require an employee reasonably suspected of being impaired by alcohol (impaired is defined as .02% blood alcohol concentration or above) or drugs to be tested for alcohol, drugs or both at the Company's expense.

Discipline – A "positive" alcohol test (.02% blood alcohol concentration or above) or a "positive" drug test will result in discharge.

Refusal to take a required alcohol or drug test or to sign the consent form for the test is insubordination and will result in discharge.

The Company will not discipline or discharge an employee for voluntarily seeking assistance for alcohol abuse, drug abuse, or both if the employee seeks the assistance before the Company requires an alcohol or drug test or before the employee has violated an alcohol or drug work rule.

Violence in the Workplace and Weapons

The Company is committed to a safe and secure workplace.

<u>Violence</u>

The Company will not tolerate violence or threats of violence in the workplace by employees or others. The Company has zero tolerance for any violence or threats of violence in the workplace. Any employee who makes a substantial threat of violence, exhibits threatening behavior, or engages in a violent act on Company property will be removed from the property and will remain off the property until an investigation is completed.

A threat of violence or an act of violence in the workplace will result in disciplinary action, up to and including termination. The Company may also seek the arrest and prosecution of any employee who threatens or engages in violence on Company property.

Examples of prohibited actions include the following:

- Fighting;
- Physically injuring another person;
- Threatening another person with physical injury or harm;
- Threatening or intentionally damaging the property of another person or the Company;
- Engaging in disruptive activity, such as sabotage, bomb threats, or displaying of a weapon;
- Engaging in activity that may be dangerous to others.

The Company also will not tolerate a threat of violence by an employee at any time, including off-duty periods, and at any location, including away from the Company property, if the violence or threat of violence has a negative effect on the Company or indicates that the employee is unsuitable for continued employment.

Any threat or act of violence or any suspicious individuals or activities should be immediately reported to an employee's supervisor or to any other member of management. When reporting a threat or act of violence, an employee should be as specific and detailed as possible.

Employees should not place themselves in danger in a situation of threatened or actual violence.

The Company will conduct a prompt and thorough investigation and will take the appropriate actions in response to any threatened or actual violence.

Violating this policy will result in disciplinary action, up to and including termination of employment.

<u>Weapons</u>

The Company prohibits all persons who enter Company property from carrying a handgun, firearm, or any other kind of weapon onto the property, regardless of whether a person is licensed to carry a concealed weapon. This policy applies to all employees, members, visitors, and guests. Company employees are specifically prohibited from carrying any weapon covered by this policy while performing any task for the Company, whether on or off Company property. This policy also prohibits weapons at any Company-sponsored events.

Prohibited weapons consist of any kind of weapon, including, but not limited to, all firearms, knives (excluding pocket knives with blades less than 2" long), and other weapons.

Carrying a weapon onto Company property in violation of this policy will be grounds for disciplinary action, up to and including termination, will be considered an act of criminal trespass, will be grounds for immediate removal from the Company's property, and may result in criminal prosecution.

This weapons policy does not create any duty or obligation on the part of the Company to take any actions beyond the actions required of an employer or a property owner by existing law.

Searches and Inspections

The Company may carry out a search or inspection of employees' personal effects and their property, including, but not limited to, file cabinets, desks, purses, lunch boxes, and vehicles. An inspection may be conducted when entering the Company's premises, while on Company premises, or when leaving Company premises, including parking lots. It may be initiated by the Company without advance notice, at any time, and for any reason, and may be carried out by management personnel, federal or local law enforcement officers, or private security.

An employee's consent to a search or inspection is a condition of employment. An employee's refusal to consent will result in discipline action, up to and including termination.

Social Security Number Privacy

The Company prohibits any intentional public display of social security numbers. It also prohibits any employee from maintaining, accessing, viewing, or using for their own personal purposes the social security number of another individual. For business purposes, authorized personnel who have a business use for this information are allowed to maintain, access, view or transmit records and documents containing social security numbers.

When necessary, documents that contain social security numbers will be properly destroyed by a method that prevents display of the whole social security number, the unauthorized removal of social security numbers, in any form, from the Company's premises is prohibited.

Any employee who violates this policy will be subject to discipline, up to and including termination of employment.

No Solicitation – No Distribution

Working time is for work. For this reason, employees may not:

- 1. Solicit on behalf of any organization or for any purpose during their working time or during the working time of the employee being solicited.
- 2. Distribute written material on behalf of any organization or for any purpose at any time in working areas or during working time in non-working areas.

Working time does not include lunch and break periods.

Persons not employed by the Company are prohibited from soliciting for or distributing written material on behalf of any organization or for any purpose on Company property. Persons not employed by the Company are not permitted in work areas of the office without management permission.

We appreciate your activities on behalf of worthwhile organizations. Employees may solicit on behalf of those organizations during the non-working time, including before and after work, of you and the solicited employee. Employees may distribute written material on their behalf only during non-working time, including before and after work, in non-working areas.

Parking

The Company provides a parking lot for your use. The Company is not responsible for your vehicle or property left in your vehicle. You may not leave your vehicle in the parking lot, without management permission, while you are not on the premises.

Return of Property

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all Company property immediately upon request or upon termination of employment. The Company may also take all action deemed appropriate to recover or protect its property.

If We Left Anything Out

We have tried to make this Employee Handbook comprehensive and to answer the questions that you might have. If you have any questions that this Employee Handbook has not answered, please ask us. We will get the answers for you.

CELL PHONE USAGE POLICY

I acknowledge that I have read and will abide by the Company's policy regarding cell phone usage. In particular, I understand:

- 1. That the equipment that has been issued to me is for business use only, and that I may be required to reimburse the Company for all personal and non-business charges or fees;
- 2. That before the end of my employment with the Company, I will be required to return all Company-issued equipment and accessories before I will receive my final paycheck;
- 3. That I am responsible for any damage, abuse, neglect, loss, or theft of any Company equipment that has been issued to me while it is in my care;
- 4. That the Company has authorization to monitor my Company-issued cell phone usage;
- 5. That the Company may monitor my Company-issued cell phone usage on a routine and/or special case basis;
- 6. That the Company may elect not to monitor and may not strictly enforce its cell phone policy, but that any such election or determination not to enforce the policy strictly will not be construed as a waiver of the Company's right to enforce its policy in any particular situation;
- 7. That the use of a cell phone while driving is strictly prohibited. A hands-free device must be utilized or parking your vehicle to take you call is required.
- 8. That I should:
 - Not use a cell phone (whether to place or take a call or to check e-mail) while operating a company vehicle.
 - Place calls from a stopped vehicle.

- Use a proper hands-free device (microphone and external speaker or earphone) when I am obligated to use a cell phone while driving.
- Be aware of local regulations governing cell phone usage while driving.
- 9. That this signed form will be placed in my personnel file, and that any violation by me of the Company's cell phone usage policy may result in a loss of access, disciplinary action (including termination), or other legal action.

Employee Printed Name

Employee Signature

Witness Signature

Date

Date

Acknowledgment of Receipt of Great Lakes Aggregates, LLC Employee Handbook

I acknowledge that I have received a copy of the Great Lakes Aggregates, LLC Employee Handbook ("Handbook"), which applies to my at-will employment. I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of the Company.

Signature

Date

Please print your full name

Please sign and date one copy of this notice and return it to Human Resources. Retain a second copy for your reference.