

# **Employee Handbook**

## **Great Lakes Aggregates, LLC**

### **A Guide for Our Non-Exempt and Exempt Employees**

**March 2019**



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## **Handbook 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.

We work together 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.

### ***Employment At-Will Relationship***

Each employee's relationship with the Company is voluntarily entered into, and employees are free to resign at any time with or without notice. Similarly, the Company is free to end any employment relationship at any time, with or without cause and with or without notice. Accordingly, there is no promise that employment will continue for a set period of time or that employment will be terminated only under particular circumstances. The relationship between the Company and the employee is and always will be one of voluntary employment referred to as "at-will." In addition, the Company may make decisions regarding other terms of employment (including demotion, promotion, compensation, benefits, and job duties) with or without cause or advance notice.

Only the President of the Company may enter into an agreement contrary to this policy. Any such agreement must be in writing and signed by both the employee and the President.

### ***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 advanced 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.

### ***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.

***Employment Eligibility Verification***

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three years, or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration issues are encouraged to contact Human Resources.

***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.

## **Part 2 – Equal Opportunity and Employment Practices**

### ***Equal Opportunity Employer***

The Company is an equal opportunity employer. The Company offers fair and equal employment opportunity to all qualified employees and applicants for employment without regard to any trait protected by state or federal laws. The Company's policy is to provide equal opportunity without regard to race, age, color, religion, sex, sexual orientation, gender identity or expression, disability, national origin, weight, height, marital status, or any other legally protected trait. This policy applies to all employment practices, including recruiting, hiring, pay rates, training and development, placements, promotions, terminations and all other terms and conditions of employment. The Company's objective is to obtain and retain individuals who are qualified or trainable for a position by virtue of job-related standards of education, training or experience and personal qualifications.

### ***Zero Tolerance for Discrimination or Harassment***

The Company prohibits discrimination and/or harassment directed at any employee because of any protected trait. Such discrimination or harassment is prohibited and is inconsistent with our values, cultural beliefs, policies, practices and philosophy. We will not tolerate harassing, discriminatory or retaliatory conduct that interferes unreasonably with an individual's work performance or that creates an intimidating, hostile or offensive work environment.

The Company will not tolerate any conduct that causes another employee offense or discomfort, whether or not intended, through: derogatory remarks, epithets, offensive jokes, display or circulation of offensive material (printed, visual, electronic), or any other offensive or unwelcome behavior based on a person's race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, veteran status or any other protected trait. Any discrimination, harassment and/or inappropriate behavior, including, but not limited to the examples listed above, may result in disciplinary action, up to and including termination.

Sexual harassment is a form of gender discrimination that violates state and federal law. Sexual harassment is strictly prohibited, whether specifically directed towards an individual, generally towards a class of individuals, or if it tends to create a hostile work environment.

Sexual harassment has been defined as unwelcome sexual advances, requests for sexual favors, or other physical, verbal, or visual conduct of a sexual nature, whenever:

- Submission to the conduct is either an explicit or implicit term or condition of employment or advancement,
- Employment decisions by a manager or other manager are based on submission to or rejection of sexual advances or conduct, or
- The conduct has the purpose or effect of interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment



Employees shall not engage in any conduct that creates a hostile or offensive working environment for another employee, based on any protected trait, whether the conduct is in the form of words, pictures, or physical actions. Such prohibited conduct includes, but is not limited, to the following:

- Degrading, insulting or ridiculing a person because of that person's protected trait
- Improper or intrusive questions about an employee's romantic or sexual experiences or preferences
- Graphic comments about another person's body
- Sexually suggestive or vulgar comments or jokes
- Sexual advances / propositions or romantic flirtations that are viewed by the recipient as offensive and unwelcome
- Displaying sexually suggestive words, objects, pictures, cartoons, or computer programs
- Undesired, intentional physical contact (such as touching, embracing, or pinching) or any threats or suggestions of unwanted contact

Harassment does not include reasonable and fair enforcement of the Company's expectations of job performance and standards of conduct.

#### ***Reporting Harassment or Discrimination***

If you believe you have been subject to or have observed discrimination, harassment or you believe that an offensive environment exists as prohibited above, you must report the conduct or behavior in writing to the President or Human Resources so that the Company may investigate and take appropriate action. If the President or Human Resources does not act on that knowledge, or is the source of unwanted conduct, you must inform in writing one of the owners or another member of management with whom you feel comfortable.

The Company will investigate all such reports as confidentially as possible and take appropriate corrective action, including discipline and/or termination, when it determines that discrimination or harassment has occurred.

We expect all employees to cooperate fully with any such investigation. The Company will not take adverse action against an employee because he or she, in good faith, reports or participates in the investigation of a violation of this policy. Retaliation against employees reporting discrimination and/or harassment allegations or participating in an investigation will not be tolerated. Employees who violate this anti-retaliation policy are subject to disciplinary action, up to and including termination. If you believe you are being retaliated against, you must report it in the manner described above.

### ***Zero Tolerance for Violence or Weapons***

The Company will not tolerate any type of workplace violence committed by or against our employees. Employees are **STRICTLY PROHIBITED** from making threats or engaging in violent activities on our premises or while providing services on behalf of the Company.

“Threatening” includes, but is not limited to, using language, actions, or written communications, that in any way relate to harming another in any way, even if such language, action, or written communication was intended as a joke and not meant to be taken seriously.

Workplace violence is defined as physical, verbal, or written threats, violent behavior or any physical conduct which interferes with, or threatens, an employee’s or another’s safety, or which gives a reasonable person the appearance of being threatening, and includes direct communication or communications through such means as social media. Such prohibited behavior may include, but is not limited to, the following:

- The actual or implied threat of harm to any individual(s), groups, or relatives of any individual;
- The brandishing at others of any object which could be construed as a weapon;
- Loud, angry or disruptive behavior that creates fear or anxiety of physical harm in the workplace;
- Intentional disregard for the physical or psychological safety of others;
- Intentional destruction of Company property or any individual’s personal property;
- Committing any misdemeanor or felony crime on Company grounds or in the scope of employment duties;
- Any other conduct or behavior which a reasonable person would view as threatening or potentially violent.

To further this policy, the Company **STRICTLY PROHIBITS** employees from carrying, having, possessing, using, and/or threatening to use any firearms, weapons or any other dangerous item that can cause physical harm in the course of employment. Employees are prohibited from having any of these items on Company property, on your person, in your possession, or in your locker, desk or office: (i) while on Company premises, (ii) when performing services for the Company, (iii) at any other time during the course of your work with or for the Company, or (iv) or at any other time if the use of or threatened use of such item is directly or indirectly related to your employment at the Company. This includes those employees who work at off-site locations that may be owned by the Company’s client. Employees are also prohibited from storing in your vehicle any firearms, weapons or any other dangerous item that can cause physical harm if your vehicle is parked anywhere on the Company’s property. Employees are prohibited from storing any such items in a Company-owned vehicle or a vehicle provided by or through the Company for your use.

This policy applies to all employees and other individuals with whom the Company does business (to the extent the Company can enforce such a policy on third parties). This policy applies to any individual with a concealed weapons permit in the course of employment. Employees or other individuals with concealed weapons permits are **NOT** exempt from this policy. This policy will be strictly enforced.

### ***Reporting Incidents of Violence or Concerns about Violence in the Workplace***

Any employee who believes there is an immediate or imminent threat of violence to any person on Company property should first call 911 and then immediately contact his/her manager, an owner or Human Resources. Any employee who is subjected to, witnesses or has knowledge of events, behaviors, or action that may be perceived as violent, or believes violent actions may occur, must promptly report the facts of the incident(s) or situation as directed above. Employees may express concerns or make reports in confidence without fear of retaliation. The Company will promptly investigate all such concerns and reports and take appropriate corrective action, including disciplinary action, when it is warranted.

In instances where an employee exhibits any violent or potentially violent behavior, the Company reserves the right to request an evaluation by a health professional to determine fitness for duty as a condition of continued employment with the Company. If an employee refuses or fails to submit to an evaluation as designated by the Company, the employee will be deemed a voluntary quit.

If you believe this policy is being violated, you have a duty for the health and safety of all workers to bring the violation to the attention of an owner, your manager or Human Resources. Additionally, an incident report must be submitted to Human Resources within 24 hours of the incident.

### ***Request for a Reasonable Accommodation for a Disability or Religious Reasons***

The Company is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation where appropriate. If you are disabled and feel an accommodation is needed to perform the essential functions of your job, you must notify Human Resources in writing of the need for a reasonable accommodation. You must do so within 182 days after the date you knew or reasonably should have known that an accommodation was needed. The Company will make reasonable accommodations that do not pose an undue hardship on the Company. Also, when appropriate, the Company may need for you to provide or may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. Your failure to participate in this process (known as the interactive process) may result in denial of your requested accommodation or other disciplinary measures depending on the circumstances.

Similarly, the Company is committed to providing reasonable accommodations based on an employee's good faith and genuinely held religious beliefs. If you feel that you need such an accommodation, you must notify Human Resources of the need for an accommodation, the good faith basis for the request and other information the Company may need to determine whether such a request is reasonable. The Company will make its decisions in accordance with state and federal laws.

Any employee who makes an accommodation request in bad faith or for an illegitimate or improper purpose or who provides the Company with false or misleading documentation will be subject to disciplinary action, up to and including, termination.

### ***Drug and Alcohol-Free Workplace***

The Company is committed to protecting the health, safety, and well-being of all employees and other individuals in our workplace. To further this goal, the Company prohibits the use, consumption, possession, sale or offering for sale of alcohol or drugs in the workplace. The Company prohibits reporting to work or working while impaired or under the influence of alcohol or drugs.

A drug is considered to be any controlled or illegal substance, other than a drug prescribed for the employee by a physician, unless the employee is impaired by the prescribed drug. Your possession of a validly issued medical marijuana card does NOT constitute an excuse or exception to this policy. Use of marijuana, even under the care of a medical provider, in violation of this policy will subject you to discipline, up to and including termination, unless state or federal laws make an exception to the policy in a statute or regulation.

Any employee violating this policy will be asked to leave immediately, and the Company may take the appropriate disciplinary action, up to and including termination. Employees with questions or concerns about substance dependency or abuse are encouraged to speak with Human Resources.

### **Reporting Suspected Violations of this Policy**

Employees who suspect or have reason to believe that another employee or any other individual on Company premises or conducting Company work, is under the influence of or in possession of drugs or alcohol must immediately notify a manager or Human Resources.

### **Drug and Alcohol Testing**

In an effort to eliminate alcohol or drug use on Company property, the Company may require employees to submit to alcohol or drug testing under the following circumstances: (1) within 48 hours of receiving an employment offer; (2) immediately after the employee is involved in or whose actions / inactions contributed to an on-the-job injury or accident resulting in damage to persons, materials, vehicles or other property;(3) when the Company has a reasonable suspicion, based on observable characteristics, changes in behavior or other information, that the employee may be in violation of this section, or (4) random or periodic drug tests, in accordance with state law. Random or periodic testing may be performed on-site or off-site by a licensed facility at Company's discretion in accordance with state laws and this policy.

The Company reserves the right to search anywhere on the Company's property where there is a reasonable belief that this policy is being violated. The employee's refusal to submit to any reasonable investigation is grounds for discipline, up to and including termination.

### **Testing Procedure**

If an employee is suspected to be under the influence, and asked to submit to testing / screening by the Company, they will be transported to an off-site medical facility. The collection, shipment, chain of custody and retention procedures for blood and urine samples will be in accordance with the procedures established by applicable government agencies. The test results will be maintained as part of your confidential medical file.

During the testing and pendency of the investigation, employees will be compensated at the regular rate of pay for time away from the facility and for any work days that are missed as a result of the investigation, testing and result process, so long as the test results are negative for alcohol or drugs in your system that violate the Company's policies. If the test results are positive for drugs or alcohol, time away from work as a result will not be compensated (unless you have available paid time off days to utilize for these absences), and you will be disciplined or terminated, absent extenuating circumstances.

An employee who refuses to consent and submit to a test when requested will be subject to termination. Refusal to submit includes but is not limited to: deliberate tampering with or contamination of the testing process, engaging in conduct that clearly obstructs the testing process, leaving the scene of an on-the-job accident, or refusing or failing to report immediately to the testing facility. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program at the Company's sole discretion.

#### Company-Sponsored Events

Alcohol use may be permitted at Company functions such as gatherings, holiday parties and client events. However, employees need to exercise extreme caution and judgment when using alcohol during these events. Employees are expected to conduct themselves in a professional manner whenever conducting Company business, or at Company sponsored social events, whether or not alcohol is present.

## **Part 3 – Compensation, Working Time and Attendance**

### ***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 hours, 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, unless otherwise required by state or federal laws.

#### **Temporary Employee**

Temporary employees are those 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, unless otherwise required by state or federal laws. Temporary employees include interns and co-op students.

#### **Casual Employee**

Casual employees are those 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, unless otherwise required by state or federal laws.

### ***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***

The Company requires that all employees receive pay via direct deposit. You must provide the Company with your election to receive your pay via direct deposit and account information. After electing direct deposit, you may choose to opt out by providing written notice to Human Resources.

You will receive electronic paystubs only, which you can print out at work. Please be sure your personal information, including your address, phone number, direct deposit, or tax withholding is kept up to date and notify us of any changes.

### ***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. Failure to properly record hours may cause delays in wage payments depending on the circumstances.

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.

Non-exempt employees are strictly prohibited from performing work "off the clock" or during non-working hours, unless your supervisor gives you permission in writing to work such time. In that event, all time must be recorded and submitted in order to receive pay for those hours worked.

### ***Hours of Work***

The work week varies by specific job and area of responsibility. Your immediate supervisor will advise you as to 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 1/2 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 for vacation leave, personal time off, holiday or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

However, time actually worked on a holiday will be counted toward as hours worked for purposes of calculated total hours worked and overtime.

### ***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. Once you have exhausted any available paid leave time, additional unapproved absences may result in discipline, up to and including, termination.

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. 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.

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.

### ***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.

If the employee still believes an improper deduction has occurred, the employee should notify Human Resources by letter or e-mail. The letter or e-mail should include the reasons why the employee believes the improper deduction has occurred. The Company may request additional documentation and consult with other individuals in order to resolve the complaint. A letter or e-mail will be provided informing the employee of the results of the investigation. If it is determined



that an improper deduction has occurred, the Company will make any necessary adjustments. No employee will be subject to any disciplinary action by the Company for reporting what was believed to be an improper deduction from salary.

In the event an overpayment should occur on an employee's pay, the Company will recoup the overpayment by making appropriate deductions from future paychecks.

***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. Company will comply with court-ordered garnishments.

## **Part 4 – Insurance Benefits**

### ***General***

The Company recognizes the value of providing insurance benefits for its employees and the value of the benefits described in this Handbook. However, when insurance is provided, the terms of the insurance contract/policy are controlling, regardless of any other statement contained in this Handbook or other written policy. All statements of coverage are subject to the terms, conditions, restrictions and other eligibility requirements set forth in the plan documents, including the policy contracts. For specific cost of coverage and eligibility requirement information and a copy of these documents, please contact Human Resources.

The Company may modify, amend or terminate any or all insurance benefits at any time in its sole discretion, including but not limited to, deleting insurance programs or coverage, changing insurance carriers, or becoming self-insured or non-insured, as allowed by law. All changes that affect employees will be communicated to them in writing. The providing of benefits and the documents necessary to enroll for or administer any of the benefits shall not be deemed to constitute a contract between the Company and any employee.

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 may 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.

## **Part 5 –Paid Time Off, Holidays and Leaves of Absence**

### ***Paid Time Off (PTO)***

The Company recognizes the importance of PTO in providing rest, recreation and personal enrichment. The Company also understands that there are situations that may cause employees to be absent from work due to personal illness, doctor appointments or sickness of a family member. Therefore, for eligible employees, PTO may be used for any of these reasons and all reasons covered under the Michigan Paid Medical Leave Act, discussed below.

### **Eligibility and Accrual**

Full-time employees (regularly scheduled to work 40 hours per work week) are eligible for PTO on an anniversary year basis. Employees will accrue the full allotment of their PTO based on their anniversary year as follows:

Hire date through 2 <sup>nd</sup> Anniversary	40 hours
3 <sup>rd</sup> Anniversary through 7 <sup>th</sup> Anniversary	80 hours
8 <sup>th</sup> Anniversary through 14 <sup>th</sup> Anniversary	120 hours
15 <sup>th</sup> Anniversary + (maximum)	160 hours

Part-time employees (regularly scheduled to work at least 20 hours but less than 40 hours per work week) are not eligible for PTO, except as required under the Michigan Paid Medical Leave Act.

### **Use of PTO**

New employees can use their available PTO after their 90<sup>th</sup> day of employment. PTO may be taken in one (1) hour increments. PTO will be paid at the employee's base rate at the time the leave is taken. PTO is not counted as time worked for the purposes of computing overtime. Once PTO has been exhausted, continued absences are simply unacceptable and may be grounds for discipline, up to and including, termination of employment.

### **Procedure for Requesting Time Off**

Requests for planned PTO should be submitted to your supervisor as soon as you know when you wish to schedule your time off, but in no event less than two weeks prior to the time requested. PTO requests are approved by your immediate supervisor. Planned PTO 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. Planned PTO requests are granted on a first-come, first-served basis. In the event of a conflict in 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.

### **Payout and Loss of PTO upon Termination**

PTO may not be carried over from year to year. Instead, Company will pay all eligible employees (at their regular rate of pay as of the end of their anniversary year) for any PTO time which is unused as of the end of their anniversary year. Only employees who are actively employed by Company at the time of payout are eligible to receive payment for unused PTO. Upon termination of employment for any reason, whether voluntary or involuntary, any unused PTO is forfeited. Company does NOT pay out unused PTO time upon termination.

### ***Michigan Paid Medical Leave Act (MPMLA)***

The MPMLA requires covered Michigan employers to provide eligible employees with 40 hours of paid time off for reasons described below. The PTO provided by the Company as set forth above is the maximum amount of paid leave provided to employees (except for pay that may be received under an insurance plan, like workers compensation). Eligible employee must use their allotted PTO to take time off for the reasons listed below according to the MPMLA. MPMLA absences are paid from your PTO bank.

#### Exclusions from Eligibility

The following employees are excluded from the requirements of the MPMLA:

- Exempt employees under the Fair Labor Standards Act
- Employees who are covered by a collective bargaining agreement
- Employees whose primary work location is outside of Michigan
- Seasonal or temporary employees who work for 25 weeks or fewer in a calendar year for a job scheduled to last 25 weeks or fewer
- Employees who work, on average, fewer than 25 hours per week during the immediately preceding calendar year

#### Reasons for Leave

Eligible employees may take time off under the MPMLA for the following reasons:

- The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury or health condition; or preventive medical care for the employee
- The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury or health condition; or preventive medical care for the employee's family member
- If the employee or employee's family member is a victim of domestic violence or sexual assault, the medical or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim service organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic abuse or sexual assault
- For the closure of employee's primary workplace by order of a public official due to a public health emergency;
- Employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities or by a health care provider that the employee or the employee's family member's presence in the community would jeopardize the health of others because of their exposure to a communicable disease

Family member includes all of the following:

- Biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands *in loco parentis*

- Biological parent, foster parent, stepparent or adoptive parent, or a legal guardian of an employee or an employee's spouses, or an individual who stood *in loco parentis* when the employee was a minor child
- An individual to whom the employee is legally married under the laws of any state
- Grandparent
- Grandchild
- Biological, foster or adopted sibling

### Requesting Time Off

Employees must comply with the Company's normal call-in procedure when requesting time off under the MPMLA. The Company may ask for medical documentation certifying the need for leave under the MPMLA. Employee must return the requested paperwork to Company within 3 days after making the request or taking the leave of absence in cases where advanced notice is not possible. Employees who fail to provide the required documentation, who otherwise fail to cooperate with Company or who fail to follow the Company's standard call-in procedures, will be subject to discipline, up to and including, termination of employment.

### Use of Time Off for a Covered Reason

New employees can use their available PTO for a covered reason after their 90<sup>th</sup> day of employment. PTO may be taken in one (1) hour increments. PTO will be paid at the employee's base rate at the time the leave is taken. PTO is not counted as time worked for the purposes of computing overtime. Once PTO has been exhausted, continued absences are simply unacceptable and may be grounds for discipline, up to and including, termination of employment.

### ***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. Holiday pay does count as time worked for the purposes of calculating overtime for non-exempt hourly employees.

### ***Unpaid Leave of Absence under the Family Medical Leave Act (FMLA)***

The purpose of the section is to provide eligible employees with a general description of their rights and responsibilities under the Family Medical Leave Act (FMLA). This policy is enforced in accordance with the FMLA. Since this policy does not describe all of the rights and obligations of the Company and employees in detail, if you have any questions about this policy or the FMLA, please contact Human Resources.

The Company provides eligible employees up to 12 weeks of unpaid 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 (PTO days, medical leave days, holidays), 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.

#### Qualifying Reasons for Leave

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

1. For the birth of the employee's child and for the care of the newborn child.
2. For the placement with the employee of a child for adoption or foster care.
3. For the care of the employee's spouse, child, or parent who has a serious health condition.
4. For a serious health condition that makes the employee unable either to perform the essential functions of the job or to work at all.
5. 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.
6. For a qualifying military member family-medical leave (up to 26 weeks of leave in a single 12-month period) if the employee is the spouse, child or parent or next of kin of the service member.

#### Definitions

*Serious health condition* is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a

period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regiment of continued treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

*Qualifying events* may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

*Covered service member* is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

#### Amount of Time for Leave

If an eligible employee qualifies for leave under categories (1) - (5) above, the eligible employee may take up to twelve (12) workweeks of unpaid leave in a rolling twelve (12)- month period measured backward from the date the employee uses the FMLA leave. Leave for the birth and care of a child or the placement for adoption or foster care must conclude within 12 months after the birth or placement.

If an eligible employee qualifies for leave under category (6) above (military caregiver leave), the eligible employee may take up to twenty-six (26) workweeks of unpaid leave in a rolling twelve (12)-month period measured backward from the date the employee uses the FMLA leave. However, under no circumstances may an employee take more than 26 workweeks of leave during any single 12-month period.

If a husband and wife both work for the Company and each wish to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for the parent of the employee with a serious health condition, the husband and wife may only take a combined total of 12 workweeks of leave. If a husband and wife both work for the Company and each wish to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 workweeks of leave.

#### Use of Family-Medical Leave

Employee must use all available but unused PTO in conjunction with FMLA. Once the employee's PTO has been exhausted, the remainder of employee's leave under the FMLA will be unpaid, unless employee is receiving wage benefits under some other plan, such as short-term disability or workers' compensation, for example. Receipt of such benefits, however, does not determine the length of an employee's leave under the FMLA.

Each time an employee is absent because of a qualifying reason, that absence is counted against the employee's available time under the FMLA, even if the employee has not specifically requested the use of FMLA leave. One quarter of an hour is the shortest period of time that is charged.

If an employee has an FMLA-qualifying reason that limits an employee's ability to work customary or mandatory 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 an approved FMLA reason is not counted against an employee's attendance record for disciplinary purposes. Time-off that is not approved may be counted against an employee's attendance record for disciplinary purposes.

#### Intermittent or Reduced Work Schedule Family-Medical Leave

An employee may take 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. 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.

#### 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. Sufficient information may include needing time away from work because the employee is unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave.



Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company’s questions to determine if absences are potentially FMLA-qualifying. If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

For any kind of leave, if timely notice is not provided, the period of delay may be counted as non-FMLA time and could result in disciplinary action, up to and including termination, depending on the circumstances

#### Responsibility to Provide Medical Certification

The Company requires certification for the employee’s serious health condition, for a qualified family member’s serious health condition, for the qualifying events for military family leave and for the serious injury or illness of a covered service member. The Company also requires certification of the medical necessity for intermittent or reduced-schedule leave.

The employee must respond to such a request for certification within fifteen (15) days of the request or provide a reasonable explanation for the delay. The Company shall inform employee if submitted medical certifications are incomplete or insufficient and provide employee at least seven calendar days to cure deficiencies.

Employee’s failure to provide the requested information could result in discipline, up to and including termination. Employees may also be required to provide periodic recertification supporting the need for leave and second or third medical opinions (at the Company’s expense). Employees will be subject to discipline, up to and including immediate termination if, during their leave, they engage in activities inconsistent with the stated purpose of the leave or if it is determined that the employee provided false information in order to secure a leave of absence.

A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year. Depending on the circumstances and duration of FMLA leave, the Company may require an employee to provide recertification of medical conditions giving rise to the need for leave. The Company will notify an employee if recertification is required and will give the employee at least fifteen (15) calendar days to provide medical recertification.

#### Employer Responsibilities

The Company will inform the employee requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employee’s rights and responsibilities. If they are not eligible, the Company will provide a reason for the ineligibility.

The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave against the employee’s leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee. Return to Work from Leave

The Company may require an employee on FMLA leave to report periodically on the employee’s status and intent to return to work. So that an employee’s return to work can be properly scheduled,

an employee on leave should provide the Company with at least two (2) weeks advance notice of the date the employee intends to return to work.

An employee who returns from FMLA leave occasioned by their own serious health condition will be required to present a fitness for duty certificate that the employee is able to return to work. This certificate is provided by Human Resources and should be completed by the employee's health care provider prior to the employee's first day back to work. A fitness for duty certificate may also be required for intermittent or a reduced schedule leave as frequently as is permissible by law if the employee has used such leave during that period and if there exists reasonable safety concerns or other concerns regarding the performance of the employee's job duties. Upon return from FMLA leave, most employees will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.

Return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner.

If an employee is unable to return to work at the expiration of the protected leave of absence under the FMLA, the employee must cooperate with the Company to provide the Company with medical documentation sufficient for the Company to determine whether it can accommodate a continued leave of absence under another federal law or other Company policy. The Company will determine in its discretion and in accordance with federal laws whether the employee's leave of absence will be extended for a reasonable period of time or whether the Company will grant some other form of accommodation to the employee. An employee who fails to cooperate in this effort will be denied a continued leave of absence.

If an employee fails to return to work on the agreed upon return date, the Company will consider that employee to have voluntarily quit.

#### No Other Employment During A Family-Medical Leave

An employee will not be allowed to engage in any other employment during any family-medical leave, including a service member family leave, except as approved by the Company. Violations 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.

#### Questions or Complaints about FMLA Leave

If employees have questions regarding this FMLA policy, please contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA. The Company will not retaliate against any employee who exercises his/her rights under the FMLA. If an employee believes their FMLA rights have been violated, he/she should contact Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. The Company's FMLA poster contains additional information about the FMLA.

### ***Unpaid Personal Leave of Absence***

In the Company's discretion, it may grant employee's an unpaid leave of absence. Employees are required to exhaust all available accrued but unused PTO before the Company will consider granting an unpaid personal leave of absence. Employees must cooperate with the Company in providing information and/or documentation necessary for the Company to determine whether it will grant such a request. The Company will respect confidential and sensitive information surrounding an employee's request. However, the Company will not consider the request until all information the Company deems is necessary to consider and/or grant or deny the request has been provided, unless otherwise required by state or federal law. The granting of any unpaid leave of absence by the Company shall be considered without precedent or prejudice to the Company's rights in the future and shall be at the Company's sole discretion in accordance with applicable state and federal laws.

Employees will be informed, based on the length of the leave, whether there will be an impact to the employee's benefits.

An employee who does not return to work upon expiration of the approved amount of leave will be considered to have voluntarily quit his or her employment with the Company on that date.

### ***Military Service Leave under the Uniformed Services Employment and Reemployment Act***

The Company is committed to protecting the job rights of employees in the uniformed services. A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Military leave will be unpaid, unless otherwise required by federal laws. For more information about a Military Service Leave, please contact Human Resources.

### ***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 (1) 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.

### ***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 PTO 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.

## **Part 6 - Standards of Conduct**

### ***General Work Guidelines***

We have certain rules of conduct that must be followed if we are to perform our job duties and responsibilities to the best of our abilities. Rules are necessary to protect all employees, clients, and guests and to get work done in an efficient and orderly manner.

The following list contains examples of some of the conduct which is prohibited and which may result in disciplinary action, up to and including termination. The following is neither a complete nor exhaustive list, but is only illustrative of some of the conduct or circumstances which are to be avoided and which, at the Company's sole discretion, might result in disciplinary action, up to and including days off without pay and/or termination. An employee may be suspended without pay as a disciplinary measure. This list is meant to illustrate the types of behavior that will not be permitted.

**These examples are in no way a limitation on or intended to change the Company's at-will policy.**

- 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 or 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.
- Demonstrating of lack of courtesy towards other employees, customers or vendors.
- Not completing assignments 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.

### ***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.

### ***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.

### ***Romantic Relationships***

The Company desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and employee morale and discord problems that can potentially result from romantic relationships involving managerial employees in the Company or other employees in the Company.

A manager, who becomes romantically involved with someone he/she supervises, or with someone whose terms and conditions of employment he/she has the ability to influence, exposes him/herself and the Company to charges of favoritism, improper use of authority, and possibly sexual harassment. In order to avoid these problems, it is the Company's policy that managers, or any other employee who has the authority to directly or indirectly affect the terms and conditions of another's employment shall not fraternize with that employee. Fraternization includes dating, romantic involvement, sexual relations, or the exchange of affections.

Personal relationships may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale. For these reasons the Company discourages all employees, both managerial and non-managerial, from fraternizing or becoming romantically involved with other employees.

The Company encourages employees to disclose a romantic relationship to Human Resources to ensure there are no conflicts of interest. All employees should also remember that the Company maintains a strict policy against unlawful harassment of any kind, including sexual harassment. The Company will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

### ***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.

### ***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.

### ***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) may be legitimately made 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.

### ***No Solicitation – No Distribution***

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

- Solicit on behalf of any organization or for any purpose during their working time or during the working time of the employee being solicited.
- 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.

### ***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.

### ***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.

### ***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.

### ***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.

## **Part 7 – Administrative Policies**

### ***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 will make that determination, 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.

### ***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.

### ***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.

### ***Change of Personal Information***

It is important that the Company records always reflect the current status of your personal information correctly and completely. You are required to maintain an accurate, true and current address as well as a current listed or unlisted telephone number. Changes in personal information can be made through Human Resources. Personal changes include person(s) you wish to be notified in case of emergency, income tax deductions, and health care insurance changes.

### ***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 may be given by the Company in its sole discretion in consideration of various factors, including your performance review. The performance review process does not alter the “at-will” nature of employment.

### ***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.

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.

## **Part 8 – Safety Standards**

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.

### ***On-The-Job Injury***

The Company is committed to actively promoting a policy of safety in the workplace for the benefit of all employees, clients, vendors and visitors. Employees must think "safety" at all times to minimize accidents and injuries to oneself, other employees, clients, vendors, and visitors. If employees see something that is unsafe and could cause an accident, DO SOMETHING about it. This includes water on the floor, something that could be tripped over and improper lifting. If possible, take steps to correct any safety hazards, and report all potential safety hazards to your supervisor that you cannot independently address. In the event adequate steps are not taken to resolve the situation in a timely manner, speak with Safety Coordinator to get the situation resolved.

Violations of Company safety standards may subject an employee to disciplinary action, up to and including termination of employment. Violations include causing a hazardous or dangerous situation, not reporting a hazardous or dangerous situation, and not correcting a problem even though the employee could have corrected it.

### ***Accident / Incident Reports***

**The Company requires mandatory and immediate reporting by employees of ALL on-the-job illness or injuries regardless of how minor the illness or injury may appear to be. All illnesses and injuries must be immediately reported to your supervisor even if medical attention does not appear to be required. Accident Reports MUST be completed in full and submitted within 24 hours of the occurrence of the injury. Prior to the end of the shift, the employee must complete as much of the accident report as possible. The employee must contact the Safety Coordinator if he/she is unable to complete the report prior to the end of his/her shift.**

The Company will accept an Accident Report only after it is completed; partially completed forms will not be accepted. Accident Reports are available from your supervisor who can also assist you with completing this form if needed. The Safety Coordinator can also assist you if necessary. Reports must be completed for all incidents involving clients, vendors, contractors (including temporary service employees) and visitors.

Failure to complete and submit an Accident or Incident Report immediately following or within a reasonably short time after the incident or accident may result in disciplinary action up to and including termination. Failure to timely report an on-the-job injury or to submit an Accident or Incident Report may also delay or cause the carrier to deny workers' compensation coverage, as

that is determined in the carriers' discretion. Contact the Safety Coordinator immediately if you have any questions about completing an accident/incident report.

### ***Emergency First Aid / Medical Attention***

If emergency first aid or medical attention is warranted, the Company will arrange for employees to be transported to a Company-designated clinic if you are unable to transport yourself. If you need medical attention due to an injury that you sustained at work, the Company may accompany you to your medical visit. This includes being present when the physician is evaluating your condition. 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.

### ***Fire Prevention***

Fire prevention is the responsibility of all employees. Should you discover a fire hazard, or condition that may develop into a fire hazard, report it to your manager IMMEDIATELY.

Be alert for:

- Accumulation of trash and rubbish
- Strange odors
- Smoking in UNAUTHORIZED AREAS
- Frayed or worn electrical cords
- Malfunctioning equipment and supplies
- Any unusual incidents
- Sounding of False Alarms
- Violation of Fire Safety Rules

## **Part 9 - Information Technology**

### ***Use of Computers, Software, E-Mail and Internet***

In accordance with the National Labor Relations Act and other applicable law, nothing in this policy is intended to interfere with, restrain, or prohibit employees from discussing wages, hours or other terms and conditions of employment, or engaging in other legally protected activity.

#### **Scope**

All of the Company's electronic information systems are the property of the Company. It is the policy of the Company to restrict the use of all information systems to appropriate job-related or otherwise-approved business purposes. The Company's communication and information systems consist of both traditional systems (i.e. telephone system including voice mails and faxes) and electronic systems (i.e. Internet, e-mail, FaceTime, and Skype), the software and hardware (which may include smart phones, desktop computers, laptop computers, and tablets) by which employees access and utilize the above communication and information systems, and all communications and information transmitted by, received from, entered into, or stored in these systems or locations, including, but not limited to, data, files, or messages.

#### **Business-Related Use**

The Company's systems are provided to employees at the Company's expense to assist them in carrying out the Company's business. The e-mail system permits employees to communicate with each other internally and with selected outside individuals and companies that the Company, in its sole discretion, decides should be connected to the system.

While the Company understands that employees may use the e-mail system and Internet connections for some minimal personal use, the e-mail system and Internet connections are to be used primarily for business related purposes. The Internet should not be used to access any social media sites such as Facebook or Twitter, unless required for your job responsibilities. Any personal use should not interfere with the employee's job duties and responsibilities. The Company treats all messages sent, received, or stored in the e-mail system as business messages. The Company may restrict access to certain sites that it deems are not necessary for business purposes.

#### **No Expectation of Privacy**

Employees should understand that they have **NO expectation of privacy in connection with the use of the Company's communication and information systems** identified in this policy. All messages created, sent, received or stored in the system, as well as all pass codes, passwords, and ID's, are and remain the property of the Company.

To safeguard and protect the proprietary, confidential, and sensitive information of the Company and its clients, and to ensure that the use of all information and communications systems and business equipment is consistent with the Company's legitimate business interests, authorized representatives of the Company may monitor the use of such systems from time to time, and retrieve and review any message composed, sent, received, or stored on the e-mail system and disclose them to any party (inside or outside the Company) that it deems appropriate.

Employees should know that even if an e-mail is deleted from their screens, the e-mail is not necessarily deleted from the computer systems and does not prohibit the Company from receiving and reviewing e-mail correspondence.

#### E-Mail Etiquette

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. E-mail messages may be read by someone other than the addressees to whom they are sent and may even someday have to be disclosed to outside parties or a court in connection with a lawsuit. Accordingly, e-mail messages should be the equivalent of any business memorandum. Please take care to ensure that all messages are courteous, professional, and businesslike.

#### Confidential Company Information

Employees must exercise a greater degree of caution in transmitting confidential information on the e-mail system than they take with other means of communicating information, (e.g., written memoranda, letters or phone calls) because of the reduced human effort required to redistribute such information. The Company's Confidential Information should never be transmitted or forwarded to outside individuals or companies not authorized to receive that information and should not even be sent or forwarded to other employees inside the Company who do not need to know the information. The Company reserves the right to search the contents of the computer system in any manner consistent with state and federal law in order to protect its business interests.

#### Copyrighted Information

Use of the e-mail system to copy and/or transmit any documents, software, or other information protected by copyright laws is prohibited. Employees may not upload, download or otherwise transmit commercial software or any copyrighted material.

#### Other Prohibited Uses:

The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Accessing, downloading, transmitting, printing or storing information with sexually explicit or pornographic contents
- Accessing, downloading or transmitting websites the main purpose of which includes games, gambling or non-business related "chat rooms"
- Accessing, downloading or transmitting fraudulent, threatening, obscene, intimidating, defamatory, harassing or discriminatory material
- Using the Internet for any illegal purpose
- Disabling any Antivirus Download Scan. PCs will be configured to automatically scan any material downloaded from an Internet Website
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software without permission
- Sending or posting trade secrets, or proprietary information outside of the organization
- Violating copyright law
- Failing to observe licensing agreements

- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation

Further, the transmission of sexually explicit images, messages, cartoons, or other such items or messages that may be construed as bullying, harassment, or the disparagement of others based on race, color, religion, sexual orientation, sex, gender identity, national origin, age, disability, genetic information, military or veteran status, pregnancy, childbirth or related medical conditions or status in any group protected by federal, state or local law, are prohibited on any Company communication or information systems.

#### Enforcement

Each employee is responsible for adhering to this policy as well as any specific security guidelines and procedures issued periodically by duly authorized representatives of the Company. Employee who learn of any misuse of the e-mail or voicemail systems or other violations of this policy shall notify appropriate management immediately.

#### ***Information Security / Confidentiality***

Employees have been entrusted with one of our most valuable assets -- information -- and they have the responsibility to protect it and to see that it is used only for its intended business purpose. We use information on a daily basis that could be useful to competitors and others who would misuse it.

Confidential information may include, but is not limited to:

- Computer records
- Word processing documents
- Letters and memos
- Paper reports
- Electronic Data Storage
- Conversation
- Passwords and access codes
- Employment records and applications
- Client information (Social Security numbers, phone numbers, account numbers, etc.)

Classified information must be protected from disclosure to competitors and those who would misuse it. Whether employees work with paper records, at a computer terminal, or spend most of their day on the phone, employees are part of the Company's information security systems. This does not include the sharing of information regarding wages, hours, or other terms and conditions of employment.

Remember these rules when employees handle confidential information:

- Do not disclose to anyone outside the Company any business-related information relating to the Company that has not been disclosed to the public, without appropriate management approval or as required by law, at any time during or after employment. Don't even share



this information with other employees unless they have a business need to know about it. This does not include employee communication of information regarding wages, hours, or other terms and conditions of employment.

- Routinely take precautions to keep confidential information from being disclosed. This includes making sure such information is not displayed on desks or in work areas where it can be seen by anyone. Employees should also avoid transmitting information via a computer or by fax in ways that might make it available to unauthorized people.
- Require third-party recipients of restricted Company information to keep such information confidential.
- Do not reveal Company trade secrets or the trade secrets of a previous employer or accept improperly obtained proprietary information about another Company.
- Maintain the confidentiality of private information and proprietary information from clients, suppliers and other third parties that comes to our attention under an understanding of confidentiality. We must maintain the proprietary nature of such information and not use or disclose it without proper written authority.
- Logging off from computers when leaving a work area
- Always shred any paperwork that includes any confidential information. Do not throw this into the regular trash cans or bins.
- Be mindful of clearing items from office equipment (fax/copier) and mail stations.
- Employees should never ask another employee for their password and sensitive information, in person, over the phone or via e-mail. Unusual requests should be verified in dual with the requestor's manager and the employee's manager.

### ***Security of Company Property***

Company property and equipment identified for a specific job, such as computers, should be stored in a secured area with controlled access to prevent theft of such equipment. Laptops and electronic devices issued by the Company are often stolen or lost. These devices must remain in employees' possession at all times or be secured in a locked office or cabinet if left unattended outside of regular business hours. If employees must leave their laptop or mobile device in a vehicle, lock it in the trunk and out of plain sight; never leave it overnight in a vehicle. Do not check a laptop or mobile device as baggage on any form of transportation or leave it in a hotel luggage storage area.

Every time employees leave their workspace they must lock their computer. Employees must log off the computer when they leave work for the day. All employees are required to follow the established procedures for removing Company property from the workplace. If employees observe anyone removing property from Company premises without proper authorization, report it to their manager.

### ***Social Media Policy***

A weblog, web log or simply a blog ("blog") is a web application that contains periodic posts on a common webpage. Blogging is the act of posting your comments to a web log. Personal websites, message boards and blogs have become prevalent methods of self-expression in our culture. This policy covers all types of online activity, including but not limited to personal websites, web blogs (blogs), wikis, social networks and websites such as Facebook, Myspace, LinkedIn, and Twitter, online forums, virtual worlds, and any other kind of social media. The Company respects the right of employees to use these mediums during their personal time. **Use of these mediums during**

**Company time or on Company equipment, however, is prohibited, unless required for your job responsibilities.**

You are personally responsible for all of your online activity, whether conducted with a Company e-mail address or with a non-Company e-mail address, and whether using Company assets or non-Company assets.

When engaging in any social media or professional social networking activity, all actions are public. If you choose to list your affiliation with the Company on a social network (including use of your company e-mail address, which implies you are acting on the Company's behalf), then you must make it clear to the readers that the views expressed are yours alone, that they do not reflect the views of the Company and that the Company has not authorized you to speak on its behalf. This can be done by using the following disclaimer: *"The views expressed are mine alone and do not necessarily represent the views of my employer."* Employees may not use the Company's name to endorse or promote any product, commercial enterprise, opinion, cause or political candidate. If your employment with the Company ends, you must remove content and pictures from your social media site that suggest or could lead others to believe that you are still employed with the Company.

Be aware of applicable laws regarding the dissemination of your content. Do not post any information that would violate copyright laws or any other relevant law or requirement. Do not disclose or use confidential information of the Company or any of the Company's employees or clients. Sharing confidential information, even unintentionally, can result in legal action against you and the Company.

Anything posted on an employee's website or weblog or other Internet content for which the employee is responsible will be subject to all the Company's policies, rules, regulations, and guidelines. The Company is free to view and monitor an employee's website or weblog at any time without consent or previous approval.

If your social media activity is seen as compromising the Company or interfering with your job duties and commitments, the Company may request a cessation of such activity and you may be subject to disciplinary action, including termination of employment. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or proprietary Company information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media. Further, employees may be liable for monetary damages for such disclosure. If you have any questions regarding this policy or anything related to acceptable use of social networking and social media, please contact Human Resources.

### ***Telephone / Cell Phone and Device Use***

#### **Company Phones**

Your manners when speaking on the telephone create an impression in the caller's mind about you and the Company. To clients and other members of the public, when you are on the phone, you ARE the Company. For this reason, it is especially important that you are courteous, interested and alert during conversations. Besides building goodwill and confidence with the public, you are

helping to create a cooperative spirit within the work force. Telephones are essential in conducting the Company's business, and that is their main purpose.

However, the Company understands that some non-business calls are necessary. For this reason, the Company does not desire to prohibit the use of telephones or voicemail for personal use. Such calls should be limited in number and duration and employees should not abuse this privilege. Employees should arrange to make or receive calls before or after regular work hours or at lunch break unless personal emergencies require immediate attention.

Employees should have no expectation of privacy in voicemails that are maintained on the Company's system. The Company may monitor phone calls for quality purposes, to ensure compliance with our policies and for other legitimate business purposes.

#### Personal Cell Phone Usage

Personal calls during the work hours can interfere with employee productivity and can be distracting to others. Personal cell phones are only permitted to be used during breaks and meal periods, unless there is an emergency. This also applies to using a cellular phone or other electronic devices for texting, taking pictures, playing music, watching videos, playing games, accessing the Internet, etc.

#### Company-Provided Cell Phones

Company-provided cell phones are intended to be used for business purposes. However, incidental and occasional brief personal use of a Company-provided cell phone is permitted within reasonable limits. We recognize that "texting" is a form of telephonic communication available to anyone with a cell phone. In this regard, employees are reminded that all communications via Company-provided cell phones (including "texts") may be monitored and there should be no expectation of privacy with regard to those communications. Employees are further reminded that, as with e-mail communications, Company telephones, cell phones and texts shall not be used to promote religious or political causes or any illegal activity. Further, the transmission of sexually explicit images, messages, cartoons, or other such items or messages that may be construed as bullying, harassment, or the disparagement of others based on race, color, religion, sexual orientation, sex, gender identity, national origin, age, disability, genetic information, military or veteran status, pregnancy, childbirth or related medical conditions or status in any group protected by federal, state or local law, are prohibited on Company-provided cell phones.

Upon termination of employment, or at any time upon request, employees will be required to return the Company-provided cell phone to their manager or Human Resources. If Company-provided cell phones are lost, damaged due to negligence, or not returned, employee will be responsible for the cost of replacement, unless federal, state or local law require otherwise.

#### Use of Cell Phones and Other Electronic Devices While Driving

Employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation or other ordinance. If employees are not sure whether the use of a cell phone while driving is prohibited in a particular area, please check with Human Resources for guidance.

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

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.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business purpose are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

Use of Personal Electronic Devices

Use of cell phones, smart phones, tablets or other electronic devices during work time including texting, e-mailing, taking pictures, playing music, watching videos, playing games and accessing the Internet during the work hours can interfere with employee productivity and can be distracting to others. Use of personal electronic devices is only permitted during breaks and meal periods. Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.

Using Your Personal Device for Business Purposes

Employees may have the opportunity to use their personal devices for work purposes when authorized in writing, in advance, by the employee and management. Employees who have not received authorization in writing from management and who have not provided written consent will not be permitted to use personal devices for work purposes. Personal electronic devices include but are not limited to personally owned cell phones, tablets, laptops and computers.

While at work, employees are expected to exercise the same discretion in using their personal devices as is expected for the use of Company devices. Company policies pertaining to harassment, discrimination, retaliation, trade secrets, confidential information and ethics apply to the use of personal devices for work-related activities.

Non-exempt employees may not use their personal devices for work purposes outside of their normal work schedule without authorization in advance from management. This includes but is not limited to reviewing, sending and responding to e-mails or text messages, responding to calls or making calls. Employees may not use their personal devices for work purposes during periods of unpaid leave without authorization from management.

To ensure the security of Company information, authorized employees are required to have anti-virus software installed on their personal mobile devices. Due to security issues, personal devices may not be synchronized to other devices in the employee's homes. Employees may not use unsecure Internet sites. The Company will not be responsible for loss or damage of personal applications or data resulting from the use of Company applications.

The Company has the right, at any time, to monitor and preserve any communications that utilize the Company's networks in any way, including data, voicemail, telephone logs, Internet use, network traffic, etc., to determine proper utilization. Management reserves the right to review, retain or release personal and Company-related data on personal devices to government agencies or third parties during an investigation or litigation. Furthermore, no employee shall knowingly disable any network software or system identified as a monitoring tool.

Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the personal device for inspection and removal of Company property. All Company data on personal devices will be removed by IT upon termination of employment.

### ***Video or Audio Recording Devices***

The use of camera phones or other audio or video recording capable devices within the Company may constitute not only an invasion of employees' personal privacy, but may breach confidentiality of the Company's trade secrets or other protected information. Therefore, the use of camera or other video-capable recording devices within any area of the Company where the Company or employees expect privacy is prohibited. By way of example, this includes all areas within the Company where recording devices could capture sensitive, confidential or proprietary information or areas of privacy like restrooms and locker rooms. Employees should not record another individual without their knowledge and consent.

This policy is not intended to restrict communications protected or required under federal, state or local law. Violations of this policy may be subject to discipline, up to and including termination.

## **Part 10 - Social Security Number Privacy Policy**

Pursuant to various state laws, social security numbers must remain confidential. No person shall knowingly acquire, disclose, transfer, or unlawfully use the social security number of any employee or other individual unless in accordance with the procedures and rules established by this policy and state laws. Only persons authorized by the Company shall have access to social security numbers. Violations will result in discipline, up to and including termination.

### ***Public Display***

Social security numbers shall not be placed on any materials or documents designed for public display, including but not limited to identification badges or pass cards. Documents, materials or computer screens that display social security numbers or other sensitive information shall be kept out of public view at all times.

### ***Mailed or Transmitted Documents***

Company documents containing social security numbers shall only be sent in cases where state or federal law, rule, regulation, or court order or rule authorizes, permits or requires that a social security number appear in the document. Documents containing social security numbers that are sent through the mail shall not reveal the number through the envelope window or otherwise be visible from outside the envelope or package. Social security numbers shall not be sent through e-mail or the Internet or be used as a password or identifier to gain access to the Company's system unless the connection is secure or the number is encrypted.

### ***Public Records***

Where a social security number is contained within a document subject to subpoena, the social security number shall be redacted, unless otherwise directed by court order.

### ***Storage and Disposal***

All documents or files that contain social security numbers shall be stored in a physically secure manner. Social security numbers shall not be stored on computers or other electronic devices that are not secured against unauthorized access. Documents or other materials containing social security numbers shall be discarded or destroyed only in a manner that protects their confidentiality, such as shredding or other means of destruction before discarding.

### ***Collected***

Social security numbers may only be collected, used or retained where required by applicable law or as otherwise permitted under the Michigan Social Security Number Privacy Act. If a unique identifier is needed, a substitute for the social security number shall be used.

**Acknowledgment of Receipt of  
Great Lakes Aggregates, LLC Employee Handbook**

I have received a copy of the Great Lakes Aggregates, LLC Employee Handbook ("Handbook") and have read its contents. I understand that the Handbook is intended to provide an overview of the Company's personnel policies applicable to my employment with the Company. The Handbook describes important information about the Company, and I understand that I should consult with my immediate manager or Human Resources regarding any questions not answered in the Handbook.

I understand that the Handbook may be changed, revised, or eliminated at any time, without advance notice, whenever the Company, in its sole discretion, deems that such action is appropriate or necessary.

I further understand that the provisions of the Handbook do not constitute a contract or create any contract of employment, express or implied, between the Company and me. Accordingly, either I or the Company can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law. I also understand and agree that any agreement contrary to or modifying this at-will provision is not valid or enforceable unless it is in writing and signed by the President of the Company.

I acknowledge that this Handbook is neither a contract of employment nor a legal document. I have received the Handbook, and I understand that it is my responsibility to read and comply with the practices contained in this Handbook and any revisions made to it.

\_\_\_\_\_  
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.