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EMPLOYEE HANDBOOK

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SECTION ONE - INTRODUCTION

A. WELCOME TO GRAY & SON, INC.

Welcome to Gray & Son, Inc.! We wish you much success in your job and career with our company. You have joined an organization that has earned a reputation for excellence in service, courtesy and professionalism. You were selected because we believe you have the potential and desire to meet these high standards and help us maintain our position of leadership.

The growth and progress of any organization depends on its employees -- people with initiative, creativity, and enthusiasm, working as a team in an atmosphere of respect and harmony. We believe we have such employees at Gray & Son, Inc. – a blend of experienced and new employees working together for our common success.

Our vision at Gray & Son, Inc. is to be the best.

- A first-class organization that gets the job done, on time, as promised and always in the customer's best interest.
- A place where people enjoy their work because they are treated well, are challenged, can advance their careers and are recognized for their achievements
- A place where communication is open and responsive;
- A place where people carry out our mission of providing excellent products and services to our customers because they understand it, believe in it and want to succeed.

We hope that you will share our vision and participate in the growth and progress of our Company.

B. MISSION

Our Company's mission is to provide the highest level of satisfaction to customers and employees by:

- Performing and producing the highest quality services and products, using the most modern, proven techniques available in the industry.
- Understanding and meeting the needs and expectations of customers and employees.
- Offering competitive prices and excellent value to customers.
- Providing competitive wages and benefits to employees, allowing them the opportunity to achieve security for themselves and their loved ones.
- Continually improving construction techniques and assisting employees to improve skills to ensure future success for all concerned.
- Being socially responsible and environmentally conscious.
- Providing equal employment opportunities for all qualified applicants and employees.
- Ensuring that our employees and our work sites are safe. A safe work environment is the starting point for every action we take.

C. EXPLANATION OF HANDBOOK

At Gray & Son, Inc. (hereinafter referred to as the Company) we believe in promoting an atmosphere of open communication and cooperation among all our personnel. This Employee Handbook serves as a resource to provide you with general information about some of the rules and policies under which we operate. It is important to keep in mind that the information in the Handbook contains only general summaries related to Company policies, work rules and benefits and is intended only as a general guideline for our employees. This Handbook replaces all prior handbooks issued by the Company.

This Handbook neither implies nor establishes a contract between the Company and any employee. The Company retains the right to change, modify, suspend, interpret or cancel in whole or in part any of the published or unpublished policies and/or guidelines, without advance notice, in its sole discretion, without having to give cause or

justification to any employee. Recognition of these rights and prerogatives is a term and condition of employment and continued employment with the Company.

D. COMMUNICATING – HOW WE KEEP IN TOUCH

We are always looking for new and improved ways to keep communication channels open at the Company. We encourage you to tell us about your personal recommendations and experiences on the job. Listed below are ways you can share your ideas and concerns.

1. New Employee Orientation: Our orientation program is conducted after you are employed, and it is designed to help acquaint you with your new working environment. At this session you will learn about the Company's policies and procedures as well as pertinent departmental and general information related to safety and our customer service philosophy. New employees will also receive specific safety education and training related to safety responsibilities including workplace safety, machine safety, use and inspection of protective equipment, identification of hazards, and the reporting of unsafe work practices. Use orientation as an opportunity to raise any questions or voice any concerns to our Human Resources or Safety departments.
2. Communication with Your Supervisor or Foreman: If you have any questions concerning your job- or job-related activities, your supervisor or foreman usually should be the first person with whom you talk. If you feel uncomfortable discussing a problem with your supervisor or foreman, other methods of communication are also available. In seeking other avenues of communication, we encourage you to seek help or guidance from any member of the management team. Please don't hesitate to express yourself if you have a problem, suggestion or concern.
3. Announcements: You will notice bulletin boards in various locations at our facilities. Their purpose is to communicate our official Company operational and personnel announcements. Reminders are also posted on various doors in the Corporate Main Office.
4. Newsletters: We regularly publish and distribute Company, Human Resources, Safety and Wellness newsletters. These newsletters offer useful Company information.
5. Mail: The Company periodically sends letters and other information to your home. Information may be included with your paycheck. Please take the time to read these mailings, as they cover a wide variety of subjects that may concern you or your family.
6. Open Door Policy: All managers have an Open-Door Policy and may be contacted with issues or questions. If you are unable to get a satisfactory response to a problem or concern, you are always free to contact the President.
7. Discrimination and/or Harassment Complaints: The Company is fully committed to a workplace free from unlawful discrimination and unlawful harassment. Employees with concerns about such unlawful behavior should follow the harassment reporting procedures set forth later in this Handbook.
8. Email and Company website: The Company periodically sends emails to employees about wellness events and company events. Our website is a wonderful tool to learn about what we do at our company. The Employee Portal is an excellent resource for information on HR policies and our company benefits.

E. SUGGESTIONS

The Company welcomes employee suggestions. Suggestions are encouraged in such areas as safety, cost-savings, increased production and improved service to our customers. Suggestions can be submitted verbally or in writing to your supervisor or may be placed in the Suggestion or Human Resources boxes. Management will review your suggestion and may wish to discuss your idea in person if you so desire. In the sole discretion of the Company,

incentives may be given to employees whose suggestions are implemented successfully.

SECTION TWO - EMPLOYMENT POLICIES

A. EMPLOYMENT AT WILL POLICY

It is the policy of the Company that all employees are employed at the will of the Company. Accordingly, either the Company or the employee can terminate this relationship at any time, for any reason or for no reason, with or without cause and with or without advance notice.

Nothing contained in this Handbook shall restrict the Company's right to terminate an employee at any time for any lawful reason. Any statements of specific grounds for termination set forth in this Handbook are not all-inclusive and are not intended to restrict the Company's right to terminate at-will. No Company representative other than the Company's President – and then only by a document signed personally by him that explicitly states that the Company is altering an employee's at-will status – is authorized to modify this at-will policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the Company that are not consistent with this at-will policy.

B. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Company is an equal opportunity employer. The Company will not discriminate against any employee or applicant for employment based on their race, color, creed, religion, age, sex, gender identity and expression, national origin, ancestry, sexual orientation, veteran status, military status, physical or mental disability, genetic information, marital status, or any other category covered by applicable law.

It is the Company's policy to recruit, hire, train and promote individuals, as well as to administer any and all personnel, compensation and benefits actions, without regard to race, color, creed, religion, age, sex, gender identity and expression, national origin, ancestry, sexual orientation, veteran status, military status, physical or mental disability, genetic information, marital status, or any other category covered by applicable law. This policy extends to all employees and to all aspects of the employment relationship. Any employee who violates this policy will be subject to disciplinary action up to and including termination of employment.

C. AFFIRMATIVE ACTION POLICY

The Company is a government contractor and as such has an affirmative action plan (AAP). The Company will comply with the mandates of its affirmative action plan and will furnish reports, records and other materials as required by law in order to satisfy all equal employment opportunity and affirmative action goals and objectives. Employees may contact the Company EEO Officers (President or HR Director) with any questions about the AAP.

D. AMERICANS WITH DISABILITIES ACT (“ADA”) POLICY

The Company complies fully with the Americans with Disabilities Act (ADA) and any related State or local laws. Any employee with an ADA-recognized disability who desires a reasonable accommodation to perform the essential functions of his/her job should contact the Human Resources Department to discuss his/her concerns.

A “disability” under the ADA refers to a physical or mental impairment that substantially limits one or more of an individual's major life activities. A disabled individual is an individual who has such impairment, has a record of such impairment, or is regarded as having such impairment. A qualified person with a disability is an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the position that the individual holds or for which he/she has applied.

The Company seeks to provide reasonable accommodations for all qualified persons with a disability, who have made the Company aware of his or her disability. However, in certain circumstances, an accommodation may not be possible if it would result in an undue hardship on the Company and/or pose a direct threat to the employee and/or others. Employees should direct any requests for accommodations to Human Resources.

Furthermore, it is Company policy not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, termination, compensation, or training.

Individuals who believe they have been subjected to discrimination based on disability should follow the reporting procedures outlined in Item G below.

E. HARASSMENT POLICY

The Company is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, we will not tolerate unlawful harassment of our employees by anyone, including any supervisor, co-worker, or third party. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based on a person's race, color, creed, religion, age, sex, gender identity and expression, national origin, ancestry, sexual orientation, veteran status, military status, physical or mental disability, genetic information, marital status, or any other category covered by applicable law. Harassment that affects job benefits, interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment will not be tolerated.

Harassment may include derogatory remarks, phrases, offensive jokes, the display or circulation of offensive printed, visual or electronic material, or offensive physical actions. Sexual harassment deserves special mention and is therefore specifically addressed in the next section.

F. SEXUAL HARASSMENT POLICY

All employees are entitled to work in an atmosphere free of sexual harassment. The Company will not condone or tolerate sexual harassment of any type to an employee by anyone including coworkers, management or third parties. This policy applies to all employee actions and relationships, within the workplace or while representing the Company at locations outside our worksites (e.g. business trips, meetings, parties, etc.), regardless of position or gender. The Company will promptly and thoroughly investigate any complaint of sexual harassment and will take any and all appropriate corrective action necessary to ensure that the Company is harassment-free.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
2. Submission to or rejection of such conduct is used as the basis for personnel decisions, including, but not limited to, appraisals, promotions, salary increases and termination; or
3. Such behavior has the purpose or effect of unreasonably interfering with an individual's work performance on the job or creating an intimidating, hostile or offensive working environment.

The above-described conduct will be considered in violation of the Company's policy even if the conduct was not intended to sexually harass an individual.

Employees are expected to act in a professional manner and to contribute to a professional, productive work environment that is free from harassing or disruptive activity. The following activities are prohibited and will not be tolerated:

1. Sexual flirtations, touching, advances or propositions;
2. Verbal abuse of a sexual nature;

3. Graphic or suggestive comments about dress or body;
4. Sexually degrading words; or
5. The display in the workplace of sexually suggestive or offensive objects or pictures.

G. REPORTING EEO, HARASSMENT OR SEXUAL HARASSMENT COMPLAINTS OR VIOLATIONS

All employees are responsible for understanding and honoring Company Policies.

Any employee who believes he/she has been subjected to discrimination or harassment in violation of Company policies or is aware of such a situation should immediately report the situation to the HR Director, CEO or the President.

Employees should not wait until performance reviews or training programs to report any concerns or suspected violations. Employees are encouraged to discuss any such concerns at any time. Upon receipt of an allegation of harassment, the Company will conduct an immediate investigation of the allegation to determine whether harassment or other inappropriate conduct occurred.

All complaints will be investigated promptly, impartially and thoroughly. The Company's investigation will be conducted as discretely as possible; however, the Company cannot guarantee complete confidentiality. The Company's general policies regarding investigations are as follows:

1. Employees are required to cooperate in any investigation;
2. The Company will investigate any allegations of harassment, discrimination or other inappropriate conduct, even when the complaining employee later decides not to pursue the matter; and
3. Retaliation against any employee for filing a complaint in good faith or for participating in an investigation conducted by the Company and/or any federal or state enforcement agency is strictly prohibited. Any individual who retaliates or attempts to retaliate will be subject to disciplinary action up to and including termination of employment.

In any cases where harassment, discrimination or other inappropriate conduct is determined to have occurred, the offender will face immediate and appropriate disciplinary action up to and including termination of employment.

H. DATING POLICY

The Company strongly believes that an environment where employees maintain clear boundaries between their personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between coworkers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information and their ability to influence others.

1. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while representing the Company or anywhere on Company premises, whether during working hours or not.
2. Employee off-duty conduct is generally regarded as private, if such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.
3. Supervisors, managers, executives or anyone else in sensitive or influential positions must disclose the existence of any relationship with another coworker that has progressed beyond a platonic friendship. Disclosure may be made to the HR Director or the President of the Company. This disclosure will enable the organization to determine whether any conflict of interest exists due to the relative positions of the individuals involved.

4. When problems or potential risks are identified, the Company will work with the parties involved to consider options for resolving the conflict. The initial solution will be to make sure that the parties involved no longer work together on matters where one is able to influence the other or act for the other. Matters such as hiring, terminations, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.
5. The provisions of this policy apply regardless of the genders and sexual orientations of the parties involved.
6. Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on the overall spirit and intent of this policy.
7. Any employee who feels he or she has been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to the HR Director or the President of the Company.

The Company has a strong commitment to a workplace free from inappropriate and illegal harassment. To ensure this commitment, the Company has adopted this policy with respect to dating in the workplace.

I. DRUG FREE WORKPLACE POLICY

1. Purpose and Coverage

The Company values its employees and customers and recognizes the need for a safe, productive and healthy work environment. Employees who abuse drugs and/or alcohol are less productive, less dependable, and are a direct threat to the safety, security and welfare of the Company, its employees, customers, vendors, and the general public. The establishment of a Drug-Free Workplace Policy is consistent with the Company's desire to provide a safe, productive work environment for its employees.

Accordingly, it is the policy of the Company to maintain a workplace free from the use and abuse of illegal drugs and alcohol. The Company requires that all employees and applicants participate in, consent to and comply with the terms of this policy as a condition of employment and continued employment with the Company. If questions arise regarding this policy, please direct them to the HR Director.

This policy covers all employees of the Company. Employees who are leased or subcontracted to clients may be required to be tested to comply with a client's drug and/or alcohol testing policy, provided that the testing is in accordance with the policy and the policy complies with applicable law. This policy, by its terms, also covers applicants in that applicants, after a conditional offer of employment has been made, are required to consent to, take and participate in a pre-employment test for illegal drugs and alcohol. Such applicants, however, are not entitled to participate in any Employee Assistance or Rehabilitation Program offered by the Company to its employees.

2. Non-discrimination

In accordance with the requirements of the Americans with Disabilities Act, the Company does not discriminate against employees or applicants who are qualified individuals with a disability who are not currently engaged in use of illegal drugs and who do not otherwise violate the provisions of this policy, including, but not limited to, individuals who: 1) have successfully completed or who are currently participating in a supervised rehabilitation program and are no longer engaging in such use; or 2) have otherwise been rehabilitated successfully and are no longer engaging in such use.

3. Inspections and Searches

The Company reserves the right to inspect Company vehicles, premises, and property (including, but not limited to, offices, desks, lockers and other repositories) at any time and for any reason. In addition, by bringing personal

effects onto Company property, employees consent to the search and inspection of such items by the Company. The Company reserves the right to inspect employees' personal effects (such as lunch boxes/bags, purses, gym bags, backpacks, handbags, briefcases, packages, coats, etc.) where, in the Company's business judgment, such an inspection is necessary to ensure full compliance with this policy. This policy will extinguish and eliminate any continuing expectation of privacy where a reasonable belief exists that there has been a policy violation.

"Company premises" as used herein includes all property, facilities, land platforms, buildings, structures, fixtures, installations, boats, aircraft, equipment, automobiles, trucks, and all other vehicles, whether owned, leased or used by the Company, its affiliates or subsidiaries. "Company premises" shall also extend to: (1) work or job locations on property owned by another entity other than the Company on which the Company has contracted to perform work; and (2) any means of transportation to and from such work locations while in the course or scope of Company employment.

4. Definitions

Illegal Drug means: a controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. ' 812 and/or Article 27, ' 277 of the Maryland Administrative Code, including but not limited to: cocaine, opiates, marijuana, amphetamines and phencyclidine (PCP). The term "illegal drug" does not include the use of a drug obtained and taken under supervision, by and in accordance with, prescriptions or other instructions issued by a licensed health care professional.

Under the Influence of Alcohol means: (1) the presence of alcohol in the individual's system; or (2) behavior, appearance, speech, or bodily odors that lead a Supervisor or Manager to reasonably suspect that the employee is under the influence of alcohol during working time or on the Company's premises. For those employees subject to DOT Medical Certification and CDL licensure, please refer to 49CFR Part 40 for detailed definitions.

Under the Influence of Drugs means: (1) the presence of any detectable amount of an illegal drug or its metabolites demonstrated by a verified positive drug test result; or (2) behavior, appearance, speech, or bodily odors that lead a Supervisor or Manager to reasonably suspect that the employee is impaired by illegal drugs or is using illegal drugs during working time or on Company property; or (3) the abuse of prescription drugs during working time or on Company property.

Working Time means time during which the employee is being paid to work for or represent the Company or the employee is in fact representing the Company's interests. Working time also includes all paid breaks and meal periods.

5. Testing

Medical screening will, in appropriate circumstances as outlined below, be utilized to confirm or detect substance abuse. The Company reserves the right, within the limits of federal and state laws, to examine and test for the presence of illegal drugs and/or alcohol. Under the conditions of this policy, applicants or employees may be asked to submit to a medical examination and/or submit to urine, saliva, breath, and/or blood testing for drugs and/or alcohol. The types of testing performed by the Company include, but are not limited to, the following:

Pre-Employment/Pre-Placement. The Company makes all offers of employment subject to and conditioned on the post-offer job applicant's: 1) consent to taking a drug and/or alcohol test; and 2) a negative test result. Post-offer job applicants will be required to voluntarily submit to urinalysis, breath, blood or saliva drug and/or alcohol testing and sign a Disclosure and Authorization Form. If the tests are positive or if the post-offer job applicant refuses to undergo testing, the offer of employment will be withdrawn, provided that, where an offer is withdrawn based on a positive alcohol test, the withdrawal is job-related and consistent with business necessity.

Post-Accident. Any employee who is involved in an accident or near miss accident during working time or on Company property is required to submit to a drug test. An employee will be required to undergo an alcohol test if a Supervisor or Manager has reasonable belief that the employee may be using and/or under the influence of alcohol.

Employees are required to be available for post-accident testing. If circumstances require an employee to leave the scene of an accident, the employee must make a good faith attempt to be tested and to notify the Company of his or her location. Any employee who fails to report any work-related accident is in violation of this policy and is subject to disciplinary action, up to and including termination.

Random. Employees are subject to unannounced drug and/or alcohol tests on a random selection basis.

Reasonable Belief. In addition to any other criteria for drug and/or alcohol testing listed in this policy, the Company reserves the right to require an employee to submit to a drug and/or alcohol test if the Company has a reasonable belief, based on objective evidence, that the employee's ability to perform the essential functions of his/her job will be impaired or the employee will pose a direct threat to himself or herself or others.

Scheduled. In addition to any other criteria for drug and/or alcohol testing listed in this policy, the Company reserves the right to require an employee to submit to a drug and/or alcohol test prior to returning to an active work status after being non-active for 30 days or longer for any reason including but not limited to, personal leave of absence, medical leave of absence and/or layoff.

6. Employment after Positive Results

There is no guaranty that an employee will be permitted to remain at the Company after a positive drug or alcohol test. If an employee refuses to submit to an alcohol or drug test, refuses to sign the release form or if there is a positive result from the medical screen, such employee may be subject to discipline up to and including termination.

Any employee who has tested positive for drugs and has been removed from their job duties must submit to and furnish a negative drug test result prior to returning to work.

Employees who have tested positive for alcohol while on working time and have been removed from their job duties may be required to submit to an alcohol test if the Company has a reasonable belief that the employee's present ability to perform essential job functions will be impaired, or that such employee will pose a direct threat to themselves or others.

Please note that CDL Drivers must follow DOT guidelines.

Periodic Testing or Monitoring. If a return to work is approved, any employee who has been removed from his or her job duties based on a verified positive drug test result will be subject to periodic drug testing for one year to ensure that such individual is no longer using illegal drugs.

If a return to work is approved, an employee who has been removed from his or her job duties on the basis of a confirmed positive work-related alcohol test result may be subject to periodic testing if the Company has a reasonable belief that the employee's present ability to perform essential job functions will be impaired, or that such employee will pose a direct threat to themselves or others.

7. Procedural Requirements

In accordance with the Drug Free Workplace policy, appropriate medical screening will be used to determine the presence of alcohol or drugs. The HR Director will be responsible for resolving any questions related to whether screening is required under this policy.

An employee or applicant who is required to submit to an alcohol or drug test will be asked to sign a consent release form authorizing the collection and release of test results to only authorized persons as deemed appropriate by the HR Director.

If an employee refuses to submit to an alcohol or drug test, or to sign the release form, or if there is a positive result

from the medical screen, such employee may be subject to discipline, up to and including termination.

Depending upon the circumstances, the Company may, in its sole discretion, require the employee to seek treatment and rehabilitation as part of disciplinary action.

Upon an employee or applicant's request, the Company will inform the employee or applicant of the name and address of the laboratory that will test the specimen.

8. Positive Testing

A positive test is defined as a screening test that is positive and subsequently confirmed as a positive test by a certified laboratory/Medical Review Officer utilizing a current reliable and practical method.

Re-testing of Positive Test. Employees who have tested positive for the use of or abuse of any controlled substance or alcohol shall be permitted to request a re-test of the same sample for verification of the test result at an independent laboratory of the employee's choice (subject to the requirements of Section (d) of the Annotated Code of Maryland, Health General Article ' 17-214). The employee shall bear the cost of such an independent test.

Notice to Employee Following Positive Test. Following confirmation of a positive test, the Company shall provide the employee or applicant with:

- a copy of the Company's written policy,
- a copy of the laboratory test indicating the test result,
- a notice of the availability of retesting of the same sample at the employee's expense, and,
- if applicable, notice of any anticipated disciplinary action and/or changes in the conditions of continued employment.
- All information will be delivered to the employee or applicant in person or by certified mail within 7 days of the test.

9. Policy Prohibitions

Employees are strictly prohibited from engaging in the conduct listed below.

- A. With respect to illegal drugs and prescribed drugs (as applicable), employees violate this policy by engaging in the following conduct, regardless of whether the conduct occurs during working time or on Company premises or property:
- 1) bringing and/or storing (including in a desk, locker, automobile, or other repository) illegal drugs or drug paraphernalia on Company premises or property, including the Company's owned or leased vehicles and equipment, in vehicles used for Company purposes or a customer's premises;
 - 2) having possession of, being under the influence of, testing positive for, or otherwise having in one's system, illegal drugs;
 - 3) using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling or dispensing illegal drugs;
 - 4) a conviction or plea of guilty relative to any criminal drug offense. All employees must notify the Company in writing of any criminal drug conviction no later than five (5) calendar days after such conviction (NOTE: A drug-related conviction will not necessarily disqualify an applicant or employee from employment opportunities with the Company)
 - 5) abuse of prescription drugs, which includes exceeding the recommended, prescribed dosage or using others' prescribed medications, when applicable;
 - 6) switching, tampering with or changing any specimen or sample collected under this policy, or attempting to do so;

- 7) refusing to cooperate with the terms of this policy which includes submitting to questioning, drug testing, medical or physical tests or examinations, when requested or conducted by the Company or its designee, is in violation of the Company's policy and subject to disciplinary action, up to and including termination. A refusal to test includes conduct obstructing testing such as failing to sign necessary paperwork, failing to report to the collection site at the appointed time and failing to be reasonably available for any requested testing;
- 8) failure to consent to, participate in, and abide by the terms and recommendations of any rehabilitation program to which the Company makes a referral, including but not limited to, failure to follow recommendations, if any, regarding behavior modification and abstinence. These failures are a violation of this policy, as is any failure to be available for any prescribed continuing or follow-up sessions; or
- 9) failure to advise a Supervisor or Manager of the use of a prescription or over-the-counter drug which may alter the employee's ability to perform the essential functions of his or her job or cause a direct threat to themselves or others is a violation of this policy.

B. With respect to alcohol, employees violate this policy by engaging in the following conduct during working time or on Company premises or property:

- 1) bringing and/or storing (including desk, locker, automobile, or other repository) alcohol on Company premises or property, including Company owned or leased vehicles and equipment, in vehicles used for Company purposes or a customer's premises;
- 2) having possession of, being under the influence of, testing positive for or having in one's system, alcohol;
- 3) using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling or dispensing alcohol;
- 4) a conviction or plea of guilty relative to any criminal alcohol offense. All employees must notify the Company in writing of any criminal alcohol conviction no later than five (5) calendar days after such conviction; (NOTE: An alcohol-related conviction will not necessarily disqualify an applicant or employee from employment opportunities with the Company)
- 5) switching, tampering with or adulterating any specimen or sample collected under this policy, or attempting to do so;
- 6) refusing to cooperate with the terms of this policy, which includes submitting to questioning, alcohol testing, medical or physical tests or examinations, when requested or conducted by the Company or its designee, is in violation of the Company's policy and subject to disciplinary action, up to and including termination. A refusal to test includes conduct obstructing testing such as failing to sign necessary paperwork, failing to report to the collection site at the appointed time and failing to be reasonably available for any requested testing; or
- 7) failure to consent to, participate in and abide by the terms and recommendations of any rehabilitation program to which the Company makes a referral, including but not limited to, failure to follow recommendations, if any, regarding behavior modification and abstinence. These failures are a violation of this policy, as in any failure to be available for any prescribed continuing or follow-up sessions.

10. Confidentiality and Privacy

All drug and alcohol test results are reported to the Company's HR and Safety Directors and will remain and are considered confidential. Results will only be disclosed within Company management on a need-to-know basis and

as allowed by law, and such results shall be retained in a secure location with controlled access. Information about an employee's medical condition or history obtained in connection with a drug and alcohol test will be kept in a file separate and apart from the employee's personnel file. The release of an individual's drug and alcohol test results and other information gained in the testing process will only be otherwise disclosed in accordance with an individual's written authorization or as otherwise required by applicable law.

The Company will attempt to ensure that all aspects of the testing process, including specimen or sample collection, are as private and confidential as reasonably practical.

11. Voluntary Treatment and Counseling

The Company encourages all employees who need assistance in dealing with alcohol or drug abuse dependency problems to seek counseling through the various private and public agencies that are available.

Employees who come forward to request treatment or leaves of absence for treatment will not be subject to discipline because of that request.

Employees may not be excused from disciplinary action by first requesting such treatment and/or leaves after being selected for testing or violating Company policies and rules of conduct. Nor will such requests, leaves, or participation in treatment or counseling excuse employees from compliance with normal standards of performance or conduct.

Requests for voluntary treatment or counseling and related matters will be kept confidential in accordance with any applicable federal and/or state law requirements.

12. Reservation of Rights

This policy supersedes and revokes any other Company practice or policy relating to the use of drugs and alcohol in the workplace and drug and/or alcohol testing. The Company reserves the right to interpret and administer this policy, and at any time and at its sole discretion, amend, supplement, modify, revoke, rescind or change this policy, in whole or in part, with or without notice. This policy is not an express or implied contract of employment nor is it to be interpreted as such. Additionally, this policy does not in any way affect or change the status of any at-will employee. At-will employees continue to be free to terminate their employment or resign from employment at any time and the Company continues to be free to terminate its employees, with or without cause, with or without notice, for any reason or for no reason at all.

Nothing in this policy should be construed to prohibit the Company from its responsibility to maintain a safe and secure work environment for its employees or from invoking such disciplinary actions as may, in the sole discretion of the Company, be deemed appropriate for actions of misconduct by virtue of their having arisen out of the use or abuse of alcohol or drugs or both.

J. STANDARDS OF BUSINESS CONDUCT

Ethical behavior is the guiding force behind the Company's operation. The Company's success is based upon mutual trust between management and employees. Such mutual trust can only be established when the Company as an employer, and as a group of responsible individuals, behave with unquestionable integrity.

Every organization must have rules by which it operates. The following is a list of offenses that will lead to disciplinary action, up to and including termination. This list is by no means all-inclusive. This list is intended to be a guide only, and in no way limits the authority of the Company to discipline employees for misconduct, nor does this list alter the status of the Company's employees as "at-will" employees.

1. Reporting to work under the influence of alcohol, drugs or in the possession of such items while on Company property.

2. Theft or misuse of Company property or funds.
3. Possession of firearms, explosives or weapons on Company properties or worksites.
4. Misrepresentation or falsification of forms, records or attendance reports.
5. Immoral or indecent conduct.
6. Willful insubordination.
7. Deliberate damage to Company, customer or private property.
8. Sleeping on the job.
9. Conducting personal business on Company time.
10. Unauthorized use of Company equipment or facilities.
11. Excessive tardiness or absenteeism.
12. Carelessness and/or negligence in the performance of your job duties.
13. Violation of the Company's harassment or discrimination policies.
14. Making false and/or malicious accusations against another employee.
15. Use of foul, obscene threatening or abusive language to anyone.
16. Provoking or instigating a fight on Company properties or worksites.
17. Dangerous or threatening horseplay
18. Gambling (other than sports pools as authorized by the President or CEO)
19. Release or dissemination of proprietary or confidential Company or client related information.
20. Any other conduct detrimental to other employees, customers, or the Company's interests or its' efficient operations.

K. COMPUTER, PHONE & INTERNET POLICY

The Company provides computers and access to the Internet to help its employees do their jobs faster, more efficiently and be well-informed business citizens.

The Company commits considerable resources for telecommunications, networking, software, storage, etc. This policy is designed to help the Company's employees understand the Company's expectations for the use of those resources.

The Internet for this Company is a business tool, provided to employees at a significant cost. The Company expects its employees to primarily use Internet access for business-related purposes only, i.e., to communicate with customers and suppliers, to research relevant topics, and to obtain useful business information. The Company requires its employees to conduct themselves honestly and appropriately on the Internet and respect the copyrights, software licensing rules, property rights, privacy, and prerogatives of others, just as they would do in any other business dealings. All Company policies such as property protection, privacy, misuse of Company resources, sexual harassment, information and data security, and confidentiality apply to all employee conduct on the Internet.

Unnecessary, excessive or unauthorized Internet usage causes network and server congestion. It slows other users, takes away from work time, consumes supplies, and ties up printers and other shared resources. Unlawful Internet usage may result in negative publicity for the Company and expose the Company to significant legal liabilities.

While the Company's direct connection to the Internet offers benefits, it can also open the door to significant risks to the Company's data and systems if employees do not follow appropriate security discipline. Security is to be every employee's first concern. An Internet user will be held accountable for any breaches of security or confidentiality.

1. Using Equipment such as Computers, Tablets and Cell/Smart Phones

- a) Applications either downloaded or derived from another source must not be used for the purposes of entertainment or personal information purposes. Messenger-type utilities, chat software, horoscopes, etc., fall into this category. The installation of any application, downloaded or not supplied by the employer, must first be approved by a supervisor and the Company IT manager. Software designed for non-business purposes shall not be installed on office machines for any

reason. These applications may include AOL (America Online), print programs, screen savers, and programs designed for media viewing or listening.

- b) In addition to the proper use of email services, employees should also be aware of the dangers of opening email attachments from parties not known or trusted. The launching of these attachments that include jokes, pictures, animations, sounds and other audio or multimedia can cause unnecessary processing power of the computer, open our systems to the risk of virus infection and create a means for ill-behaved non business and entertainment applications to be automatically installed on computers. All attachments should be processed by anti-virus measures installed on the employee's computers. If an employee is not familiar with these measures, he or she should contact the Company IT manager for further instruction.
- c) Although the Windows operating system offers many opportunities to modify the appearance and experience of the user interface, these practices must be limited to prevent unnecessary service calls and repair. Modifications to the Windows operating system and installed applications including, but are not limited to, screen savers, wallpapers, sounds associated with tasks, Microsoft Plus-type "themes," applets and plug-ins are not permitted.

2. Internet Usage

- a) The Company has software and systems in place that can monitor and record all Internet usage. Employees should be aware that the Company's security systems are capable of recording (for each user) each World Wide Web visit, each chat, newsgroup or email message, and each file transfer into and out of our internal networks, and the Company reserves the right to do so at any time. No employee should have any expectation of privacy whatsoever as to his or her Internet usage. The Company's managers will review Internet activity and analyze usage patterns and will share this information with appropriate Company personnel in order to ensure that Company Internet resources are devoted to maintaining the highest levels of productivity.
- b) The Company reserves the right to inspect any and all files stored in private areas of the Company network in order to assure compliance with this policy.
- c) Employees may not use their access to the Internet for personal entertainment, information, or financial gain.
- d) The display of any kind of sexually explicit image or document on any Company system is a violation of Company policy on sexual harassment. In addition, sexually explicit material may not be archived, stored, distributed, edited, or recorded using the Company network or computing resources.
- e) The Company prohibits downloading, displaying, accessing, or transmitting communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment of others based on any category covered by applicable law.
- f) The Company's Internet facilities and computing resources must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province, or other local jurisdiction. Use of any Company resources for illegal activity is grounds for immediate dismissal, and the Company will cooperate with any legitimate law enforcement activity.
- g) Email is provided to the employee primarily to facilitate office communication. Email use for personal communication should be minimal and should not be used for other forms of non-business use. Employees must also not subscribe to newsgroups that deliver information not intended for business purposes.

- h) Any software or files downloaded via the Internet into the Company network become the property of the Company. Any such files or software may be used only in ways that are consistent with their licenses or copyrights.
- i) No employee may use Company facilities knowingly to download or distribute “pirated” software or data.
- j) No employee may use the Company’s Internet facilities to knowingly propagate any virus, worm, Trojan horse, or trap-door program.
- k) No employee may use the Company’s Internet facilities knowingly to disable or overload any computer system or network or to circumvent any system to protect the privacy or security of another user.
- l) Computers that use their own modems to create independent data connections side-step the Company’s internal networks. Employees should work with IT to install approved software to access Company’s network security mechanisms. An individual computer’s private connection to any outside computer can be used by an attacker to compromise any Company network to which that computer is attached. That is why any computer used for independent dial-up or leased-line connections to any outside computer or network must be physically isolated services via modem only with the President’s prior written approval.
- m) Use of Company Internet access to commit infractions such as misuse of Company assets or resources, sexual harassment, unauthorized public speaking, and misappropriation or theft of intellectual property are also prohibited by general Company policy. Any of these prohibited activities will lead to disciplinary action up to and including termination.

3. Social Media

The Company continually seeks new ways to effectively market its products and services. In addition to implementing company websites, blogs and employee portals, the Company has established a presence on select social media sites such as Facebook and LinkedIn. Employees are encouraged to keep up to date on Company developments by reviewing our Company websites and social media pages.

Employees are reminded that chats, blogs and newsgroups are public forums where it is inappropriate to reveal confidential Company information, customer data, trade secrets, and any other confidential material covered by existing Company secrecy policies and procedures. Employees releasing protected information via a newsgroup or chat—even if the release is inadvertent—will be subject to disciplinary action up to and including termination.

The Marketing & Communications department is responsible for all content on or websites and social media pages. Suggestions or questions on content may be directed to this department.

L. SECURITY POLICY FOR PORTABLE DATA DEVICES

Employees who utilize laptop computers, tablets, smart phones, PDAs (iPhones, Droids, etc.), external “flash” drives, or other similar devices, known collectively as “Portable Data Devices” (PDDs), are responsible for the security of data received, stored, processed, and/or transmitted via that device. Every Company employee who is a user of a laptop computer, “flash” drive, tablet or other PDD must use reasonable care to protect confidential data, through a combination of technical protections and physical security.

Prior to the use of confidential information, employees are required to contact their supervisor and the IT manager to obtain appropriate protections or to verify that such protections are already in place. The use of unprotected

equipment or devices to access, store, or transmit the Company's confidential data is prohibited, regardless of whether the equipment is owned or controlled by the Company. In addition, employees may not use PDD's in a manner that would violate any other policy in this Handbook, including but not limited to, the Company's Computer, Phone and Internet policy.

M. SMOKING POLICY

To promote and maintain a healthy work environment, and in accordance with the Maryland Clean Indoor Air Act, the Annotated Code of Maryland and any other applicable laws, smoking is not permitted inside:

- any Company facilities or
- inside any Company vehicles or
- inside any closed cab equipment

Smoking includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, vapes and e-cigarettes. This policy includes any closed vehicle and/or closed cab equipment and is not limited to automobiles. Smoking is permitted only in certain designated outdoor smoking areas.

N. COMPLIANCE WITH SAFETY AND HEALTH POLICIES

Employee safety is a top priority at the Company. It is the policy of the Company to provide a work environment that follows applicable local, state and federal health and safety standards. The prevention of incidents and accidents and the maintenance of a safe work environment depend upon the action of all employees. Due to the nature of the Company's business, job sites have the potential to be hazardous unless safety precautions and procedures are always observed faithfully. All employees are required to be safety-conscious and promptly report any incidents, accidents, any detected hazard, unsafe action or condition.

The Company will furnish employees with appropriate personal protective equipment (PPE) as applicable to a job or task. PPE will be replaced free of charge following damage or extensive wear to the items.

Employees should consult the Safety Department for more detailed information regarding the Company's safety policies. Employees are encouraged to present questions, concerns and problems to their supervisor, the Safety and/or HR Departments, and/or the President.

O. COMPLIANCE WITH INCIDENT REPORTING PROCEDURES

It is the intent of the Company to properly manage any incidents that occur to minimize injury and other forms of loss. The employee and his or her supervisor must complete the appropriate reports and participate as needed in any investigation.

Employees are required to take the following steps when involved in an incident while performing Company-related work, while on Company premises or while operating Company equipment:

1. Any incident, accident or near miss accident, no matter how minor the injury and/or damage must be reported to your supervisor immediately for appropriate action.
2. If needed, proper medical treatment including, but not limited to first aid or professional treatment should be obtained at a recognized facility (contact HR or Safety Department for list of facilities).
3. Employees must fill out an incident report and forward it to the Safety Manager immediately. It is the immediate supervisor's responsibility to ensure that this report is completed.
4. Theft of material, tools or other property must be reported to the Safety Manager and the immediate Supervisor. The Supervisor shall report the incident to the police, and timely forward the police report to the Safety Manager.
5. Faulty or damaged material or property must be saved for review by the insurance Company.

P. OUTSIDE EMPLOYMENT POLICY

Employment with the Company is your primary employment and any outside activities or secondary jobs should not create a conflict of interest, take time away from your job (including overtime requirements) or interfere with your position with the Company.

An employee is required to notify the HR Director before participating in outside work activities. Employees are not permitted to accept employment with any organization that is engaged in the same business as the Company, or that is a competitor of the Company.

In cases of conflict with any outside activity, the employee's obligations to the Company must be given priority. A violation of this policy will result in immediate and appropriate discipline, up to and including termination.

The Company will not pay medical benefits for on the job injuries/accidents or illness resulting from employment outside the Company.

Q. DRESS CODE POLICY

All employees should dress appropriately and safely for their jobs.

Field employees should dress in accordance with the following guidelines:

1. Garments worn by employees are required to cover the body without unnecessary exposure. Shorts, halter-tops, tank tops, etc. are not acceptable.
2. Shirts with at least four-inch sleeves and long pants are required.
3. Any clothing bearing sexually suggestive, harassing or obscene designs or slogans is strictly prohibited by the Company.
4. The Company, in its sole discretion, may ask employees wearing prohibited items to remove such items or change clothing.
5. Garments must be loose enough to permit freedom of movement but not so loose as to present a safety hazard. Sweatpants are not permitted.
6. Appropriate PPE must be worn. All footwear must comply with the steel-toe requirement as well as have a six (6) inch leather upper.
7. Additional PPE must be worn as required for employee safety.
8. Beards and hair must always be kept neat and trimmed to not present a safety hazard.
9. Excessive or loose jewelry (rings, earrings, necklaces, bracelets) should be avoided to prevent being caught in machinery.

Employees who do not comply with PPE requirements may be subject to discipline, up to and including termination of employment.

Office employees should dress in a professional manner that is acceptable in a business setting. As representatives of the Company, employees should always present a neat appearance to uphold the professional image of the Company.

1. Garments are required to cover the body without unnecessary exposure.
2. Short shorts, halter tops, spaghetti strap tops, tube tops, lycra exercise pants or shorts, sweatpants, micro shirts or other revealing or tight-fitting garments are not acceptable. Flip flop sandals are not permitted.
3. Any clothing bearing sexually suggestive, harassing or obscene designs or slogans is strictly prohibited by the Company.
4. The Company, in its sole discretion, may ask employees wearing prohibited items to remove such items or change clothing.

R. TELEPHONE USAGE

In general, the use of Company cell or office telephones or personal cell phones for personal calls during work hours should be kept to a minimum other than in an emergency. Employees are encouraged to make any personal calls during breaks or lunch. Friends and relatives should be discouraged from calling during the workday unless it is an emergency or an unusual situation. This policy applies to “texting” and other similar uses of cell phones and other hand-held devices.

Field employees, drivers and those in safety sensitive jobs are covered by additional Company, state and DOT restrictions that prohibit use of cell phones while on the job (other than in an emergency, while on break or as authorized by their manager). Failure to honor these restrictions will result in discipline up to and including termination.

S. COMPANY PROPERTY

Employees are required to exercise due care in using Company property. Vehicles, equipment and any other property belonging to the Company may be used for authorized Company business purposes only. Personal use of Company property is strictly prohibited.

Only those employees who are properly trained and licensed, have the consent of their supervisor, and are familiar with the proper operating and safety procedures for the use of such Company vehicles and equipment, may use or operate Company vehicles or equipment.

Unauthorized use or negligent use of Company property may be cause for disciplinary action, up to and including termination of employment. Unauthorized removal of Company property from Company premises or the conversion of Company property to personal use may also be cause for disciplinary action, up to and including termination.

Any employee who causes damage to the Company and/or private property must report damages as explained in the Incident/Accident Procedure reporting policy. Failure to follow and abide by the Company’s accident/incident procedures may result in disciplinary action, up to and including termination of employment.

All Company property assigned to an employee must be returned to the Company upon termination of employment.

T. COMPANY VEHICLE FLEET POLICY

The Company, at its discretion, provides Company owned vehicles to employees whose current assignment requires transportation for project-related purposes. When operating Company vehicles, employees must comply with motor vehicle laws of the appropriate jurisdiction and with the utmost regard for care and cost-efficient use of the vehicle. If questions arise regarding this policy, please direct them to the Safety Department.

i. Driver Qualifications

1. Must be an authorized Company employee.
2. Must be approved by the Safety Director.
3. Must be at least twenty-one (21) years of age, unless pre-qualified by the Safety Director.
4. Must have a valid driver’s license and endorsements issued in the state of residence for the class of the vehicle being operated.
5. Must meet State and Federal licensing requirements.
6. Must have at least one year of experience in the class of vehicle operated.

The State Motor Vehicle Records (MVRs) will be used as the source for verifying driver history. MVRs will be obtained and reviewed at least annually. At the Company’s discretion, driving privileges may be withdrawn or suspended from employees who fail to meet the above requirements. These employees will be subject to appropriate discipline, up to and including termination of employment.

ii. Personal Use

Company owned vehicles are provided for Company use only. Personal use is permitted only when authorized by the President of the Company or the Vice President of Operations. Unauthorized use of Company vehicles will result in disciplinary action, up to and including termination of employment. Employees will be held responsible for all damages and expenses due to unauthorized use.

iii. Traffic Violations

Fines for parking or moving violations are the sole responsibility of the assigned authorized employee. Employees are required to report all convictions of moving violations to the Safety Director within 24 hours. This requirement applies to violations involving the use of any vehicle (Company, personal or other). All traffic violations incurred will affect your driving status and are subject to review. Failure to report violations will result in appropriate disciplinary action, up to and including termination of employment.

iv. Incidents/Accidents

In the event of an incident/accident while driving a Company vehicle, employees must follow the Incident reporting procedures as described in the Company Vehicle Fleet Policy.

If you are involved in a serious at fault accident, you will be required to complete an approved Defensive Driving Course at your own expense within 60 days of the accident. Proof of completion will be required. If you are involved in 3 or more driving related incidents within a 3year period, you will be required to complete an approved Defensive Driving Course at your own expense. Failure to comply will result in discipline up to and including termination of employment. Employees should consult with the Safety Manager for further details and approved courses.

v. Vehicle Safety Inventory

All Company owned vehicles must have a fully charged fire extinguisher, a first aid kit, insurance information, incident/accident report forms, and a camera. All vehicles working in or near traffic must be equipped with a strobe light. Department of Transportation (DOT) regulated vehicles must be equipped with additional safety items as directed by DOT.

vi. Maintenance

Authorized drivers are required to perform daily inspections, including visual checks, and are required to report any unsafe conditions that may inhibit safe operation of the vehicle. You should have preventive maintenance and repairs completed on your assigned vehicle in accordance with Company policy.

vii. Personal Vehicles Used for Company Business

The Company does not assume any liability for any bodily injuries or property damage the employee may incur arising out of an accident occurring while operating of his/her own car. The reimbursement to the employee for the operation of his/her car on Company business includes the allowance for the expense of automobile insurance. You are required to have minimum liability limits of \$100,000/300,000. The Company does not specify and assumes no responsibility for any other coverage employees carry on their own cars.

U. **GIFTS AND ENTERTAINMENT GUIDELINES**

Employees may offer or accept reasonable and appropriate meals and entertainment to or from Third Parties for legitimate business purposes.

Employees may accept gifts of a combined value of US \$75 or less per year from the same Third Party. Approval from a member of the Company Team is required for gifts greater than US \$75 in one year from the same Third Party.

Employees may offer reasonable and appropriate gifts to Third Parties for legitimate business purposes. All business expenses must be appropriately documented and approved.

Employees must never offer or accept gifts, meals or entertainment to or from Third Parties if they:

- Are cash or cash equivalents such as gift cards
- Are or could be perceived to extravagant in value
- Are frequent
- Are given or received with the intent to influence the recipients' independent business judgment
- Could be considered a bribe, payoff or kickback

V. PERSONAL PROPERTY IN THE WORKPLACE

The Company assumes no responsibility for loss or damage to an employee's personal property, other than those tools specifically covered by the Company's insurance.

W. TRESPASSERS

Unauthorized persons are not permitted on job sites or in any facilities. Such persons shall be treated as trespassers and should be so informed. Friends and relatives are not authorized to be on Company job sites.

Should a trespasser disrupt normal operations, please take the following actions:

- Maintain a log of what occurred and when.
- Notify the Safety Department immediately.
- Recognize that taking photos is not always a good idea.
- Notify police as appropriate.

X. WORKPLACE VIOLENCE POLICY

Purpose

The Company maintains a standard of zero tolerance for violence in the workplace. The purpose of this Policy is to provide guidance to employees in maintaining an environment at Company properties, worksites, events and other workplace related interactions that is free from violence and the threat of violence.

Policy

Violent behavior of any kind or threats of violence either implied or direct, are prohibited at Company properties, work sites, events and other workplace related interactions. An employee who violates this Policy may be subject to criminal prosecution and shall be subject to disciplinary action up to and including dismissal. Similarly, workplace-related violent threats or actions by a non-employee may result in criminal prosecution against that non-employee. The Company will investigate all complaints, incidents and any alleged violations of this Policy. Retaliation against a person who makes a complaint regarding violent behavior or threats of violence or who participates in an investigation of Workplace Violence is also prohibited.

Definitions:

- **Workplace Violence:** Behavior of an employee, former employee or visitor to a workplace which inflicts or threatens to impose damage to property, serious harm, injury or death to others at the workplace.
- **Threat:** The implication or expression of intent to inflict physical harm or actions that a reasonable person would interpret as a threat to physical safety or property.
- **Intimidation:** Making others afraid or fearful through threatening behavior.
- **Zero-tolerance:** A standard that establishes that any behavior, implied or actual, that violates the policy will not be tolerated.
- **Court Order:** An order issued by a Court that specifies and/or restricts the behavior of an individual. Court

Orders may be issued in such matters as domestic violence, stalking or harassment. Court orders include protective orders such as Temporary Restraining Orders.

Prohibited Behaviors:

Workplace Violence may include, but is not limited to, the following list of prohibited behaviors. Such behaviors will not be tolerated whether committed by employees or directed toward employees by members of the public:

1. Direct threats or physical intimidation
2. Provoking or instigating a fight
3. Implications or suggestions of violence
4. Stalking
5. Possession of weapons of any kind on Company property or worksites, including parking lots, other exterior premises or while engaged in activities for the Company in other locations, or at Company-sponsored events, unless such possession or use is a requirement of the job
6. Assault of any form
7. Physical restraint or confinement
8. Dangerous or threatening horseplay
9. Loud, disruptive or angry behavior or language that is clearly not part of the typical work environment
10. Blatant or intentional disregard for the safety or well-being of others
11. Commission of a violent felony or misdemeanor on Company property
12. Any other act that a reasonable person would perceive as constituting a threat of violence

Reporting Acts of Violence:

An employee who:

- Is the victim of Workplace Violence or
- Believes they have been threatened with violence, or has reason to believe they will be the target of Workplace Violence in the future; or
- Witnesses an act or threat of Workplace Violence towards anyone else

Shall take the following steps:

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact local police by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/her from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report the incident to the Safety Manager and/or the Director of Human Resources immediately. Local law enforcement will be notified when appropriate.
3. Additional procedures may apply depending on work location/site.

Protective or Restraining Orders:

Employees who have been granted a temporary or permanent restraining order against an individual (which would prohibit that individual from coming near them) shall provide a copy of the signed order to the Safety Manager promptly upon receipt of any such signed order. The Director of Safety will coordinate with department management and HR and will notify local police if necessary.

Incident Investigation:

Acts of Workplace Violence and/or threats and/or acts of intimidation will be investigated immediately by the manager on the scene. The manager will arrange emergency medical care where applicable; notify the Safety Manager, HR Director and local police for assistance (if necessary).

The manager will submit the results of the initial investigation to HR and Safety within 36 hours following the incident. If needed, further investigation may occur.

An investigator will:

- Assess the scene of an incident as soon as possible
- Interview all parties involved including injured and threatened employees and witnesses
- Examine the workplace for security risk factors associated with the incident, including any reports of inappropriate behavior by the perpetrator(s)
- Determine the cause of the incident
- Act where possible to prevent the incident from recurring.
- Record the findings and actions taken

As much as possible, the Company will maintain the confidentiality of the participants and the information resulting from the investigation but may need to disclose results in appropriate circumstances; for example, in order to protect individual safety.

The Company will not tolerate retaliation against any employee who reports workplace violence or participates in an investigation involving Workplace Violence. Employees who violate this anti-retaliation policy will be subject to discipline up to and including termination.

Additional Company Actions:

Incidents which threaten the security of employees shall be addressed as soon as possible following their discovery.

Actions may include:

- Notification of law enforcement authorities when a potential criminal act has occurred
- Provision of emergency medical care in the event of any violent act upon an employee
- Post-event trauma counseling for those employees desiring such assistance
- Assurance that incidents are handled in accordance with the Workplace Violence Policy
- Filing a restraining order as appropriate
- Discipline up to and including termination of any employee found to have committed workplace violence.

Training and Instructions:

The Safety Department shall be responsible for ensuring that all employees, including managers and supervisors, are provided training and instruction on general workplace security practices, site specific procedures and the Policy. Department Managers shall be responsible for ensuring that all employees, including managers and supervisors, are provided training and instructions on job specific workplace security practices.

SECTION THREE - COMPENSATION AND PERFORMANCE POLICIES

A. EMPLOYEE REFERRAL PROGRAM

The Company considers its employee population to be an excellent resource for recruiting and referring new employees. We encourage you to refer candidates you believe will help us with our growing needs. The Company will consider and interview any applicant referred by an employee if the applicant's experience and background meet the requirements of the position and if there is an opening and/or anticipated need for the position.

General Rules

1. Both the new hire and the employee who refers the new hire must be in active working status (not on layoff; not on short term disability) on the designated bonus payment dates. If a payment date occurs when either person is not in active working status, the payment will be postponed until the pay period when both are actively at work.
2. The new hire must have named the referral source on his or her employment application.
3. Employees are generally not eligible to receive awards for referring former employees to be rehired by the Company.
4. Open positions are posted on our websites, www.graynson.com. Please encourage interested parties to review

our detailed postings and apply online.

5. Members of the Human Resources Department and Company Team are not eligible to receive referral bonus payments.
6. Referral bonus amounts vary by position and are subject to change at any time.
7. This program will run until further notice.
8. Please direct any questions on the program or current bonus amounts to the Human Resources Department.

B. ATTENDANCE AND PUNCTUALITY

Regular and prompt daily attendance is an essential function of your job. For the Company to operate with minimal disruption, any absence must be communicated to management as early as possible.

Call-Out Procedure

If an employee is going to be late or absent from work, he/she must follow the proper call out procedure:

1. Company Field Employees: Call your Superintendent directly.
2. Company Plant Employees: Call Plant or Vice President directly.
3. Company Home Office Employees: Call your Manager or the Receptionist directly.
4. If you have a 7:00 am start time, you must call between 5:30 am and 6:30 am.
5. Employees who work the night shift must call the appropriate personnel at least one (1) hour before their scheduled shifts.
6. Employees are expected to make personal contact during this process. Texting is not satisfactory. If a voice mail message is left, an employee still must make personal contact to the appropriate person during the workday that he/she is absent.

Approved Absence or Lateness

An approved absence is one that is pre-planned where you have communicated your need to be off, arrive late, or leave early well in advance of the day of the occurrence. An absence is considered excused when your Supervisor/Superintendent has prior knowledge of the absence and can accommodate manpower needs. Your Supervisor/Superintendent must generally pre-approve your absence for it to be excused.

In the event of a health emergency or a situation that qualifies for leave under the Maryland Healthy Working Families Act or the Family and Medical Leave Act (FMLA) employees must contact their supervisor/superintendent as soon as possible to alert them of the need for leave.

Unexcused Absence or Lateness

An absence or lateness is unexcused if it is not pre-planned and pre-approved or does not qualify under the Maryland Healthy Working Families Act or the FMLA. Unexcused absences and lateness have a negative effect on the Supervisor's/Superintendent's ability to have a properly manned crew for each worksite, department or plant. As noted above, the Company will work with any employee who has a valid family emergency.

Employees with repeated unexcused absences or absences three (3) days or greater may be asked to provide documentation to validate their absence(s). Excessive unexcused absences or tardiness may result in disciplinary action up to and including termination.

No Call/No Show or Call In/No Show

Calling in to alert your supervisor that you will be late and then failing to report to work or not reporting to work/not calling to report the absence are unexcused absences. The first absence will result in disciplinary action and additional occurrences may result in disciplinary action up to and including termination.

Three (3) consecutive days of unexcused absence and/or failure to contact the Company will be considered voluntary job abandonment and will result in immediate resignation of employment.

Illness at Work

Employees who become ill during working hours must seek permission from their supervisor to leave work to obtain medical care or return home. Failure to seek permission from your supervisor may result in the absence being classified as unexcused by the Company.

C. BACKGROUND AND REFERENCE CHECKS

To ensure that individuals who join the Company are well qualified and to ensure that the Company maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form, to the fullest extent allowed by law.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the Company. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead the Company to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related, in accordance with applicable law.

The Company reserves the right to conduct background check (social security verification, criminal, MVR, proof of citizenship) updates during your employment.

D. INTRODUCTORY EMPLOYMENT PERIOD

New employees will serve a 90-day introductory employment period. During this period, employees will be evaluated on their performance, attitude, attendance, conduct, and their relationship with supervisors and co-workers to determine their suitability for continued employment with the Company. This introductory employment period does not constitute an employment contract guaranteed for any period of time. Both before and after the introductory employment period, employment with the Company continues to be on an at-will basis, and either the employee or the Company may terminate the employment relationship at any time, for any reason.

Following the successful completion of the ninety (90) day introductory employment period, the employee shall become eligible for all benefits to which they are entitled.

The Company reserves the right to either shorten or extend the introductory period in its sole discretion. Should any employee experience a lay-off during the ninety (90) day introductory employment period and thus not be actively at work, the ninety (90) day introductory period will cease on the lay-off date and begin again when the employee returns actively to work.

E. WORK WEEK AND PAY PERIOD

The Company's normal work week in the field is Monday through Saturday but workdays may change at the Company's discretion based on workload and weather conditions.

The normal pay period runs from Sunday through Saturday. The Company pays most employees weekly on the Friday of the following week.

The Company is required by law to make certain deductions from your paycheck, such as federal and state

withholding taxes, social security taxes (FICA), and court-ordered deductions. You may voluntarily authorize, in writing, additional deductions from your paycheck for contribution to our benefit plans and other items permitted by the Company. It is your responsibility to be certain that all such deductions are correct. All employees are required to inform Human Resources whenever there are changes in address, telephone number, marital status, number of dependents, military status or education.

F. COMMITMENT TO THE FAIR LABOR STANDARDS ACT

The Company is committed to compensating and classifying employees in strict accordance with the FLSA, state and local regulations. The Fair Labor Standards Act (FLSA) requires that employees in certain "non-exempt" positions receive overtime pay at the rate of time and one-half the regular rate of pay for all hours worked in excess of forty (40) hours per work week. Employees in jobs classified as Exempt, based on job duties and rate of pay, are exempt from the overtime provisions of the FLSA.

As a general policy, the Company prohibits improper deductions from exempt employees' salaries, and it prohibits the failure to compensate non-exempt employees for overtime pay for all hours worked in excess of forty (40) hours per workweek.

At the time of hire and when an employee assumes a new position, s/he will be classified as either "non-exempt" (and, therefore, eligible for overtime for weeks in which the employee actually works more than forty (40) hours per week), or "exempt" (i.e., ineligible for overtime). These classifications may change over time, depending on the duties and compensation of the employee. Based on conditions of employment, employees will be categorized as full-time, part-time or temporary.

For purposes of computing overtime pay; short-term disability days, personal days, emergency time off, holidays, vacation/paid time off, jury duty and bereavement leave are not counted as hours worked.

Any employee who has a question regarding his or her classification under the FLSA, or any other question pertaining to the payment of overtime or the provisions of the FLSA in general, should contact the HR Director or President of the Company. The Company welcomes inquiries from its employees. All inquiries shall be investigated immediately, thoroughly, and impartially. If the Company determines that an improper deduction or incorrect payment has occurred, the error shall be corrected immediately if possible or within the next pay period. The Company prohibits retaliation of any kind against employees who make inquiries about, or otherwise assert their rights under, the FLSA.

G. TIMECARDS

Detailed time tracking (hours worked, time off) is maintained for all non-exempt hourly employees. Wages will be paid based on those hours. Any errors should be reported to your supervisor and Payroll immediately so that corrections can be made in a timely manner.

H. PERFORMANCE ACCOUNTABILITY and DISCIPLINE

The Company generally uses progressive disciplinary actions to hold employees accountable for safety violations and to constructively address issues of unsatisfactory job performance, misconduct, or behavior that violate Company policies, procedures and/or safe work practices.

This process is an important component of the Company's goal of maximizing and sustaining the performance of its employees while also maintaining a safe and productive work environment.

There are four steps of progressive disciplinary actions that may be taken:

1. Documented Verbal Warning
2. Formal Written Warning,

3. Formal Written Warning with Suspension
4. Termination.

Prior to taking any disciplinary actions involving Steps 2 through 4, the supervisor must contact Human Resources.

Originals of all disciplinary actions shall be sent to the Human Resources Department. A copy is to be given to the employee and a copy may be maintained by the Supervisor.

Documented Verbal Warning:

Many, if not most, routine performance issues can be resolved with respectful, open communication between supervisors and employees. Sometimes, the communication needs to be slightly more formal to ensure it is effective.

This step is a verbal warning from the Supervisor which is accompanied by a written description of the issue using an Employee Warning Report form. The Supervisor meets with the Employee to clearly and constructively explain the infraction and steps that need to be taken to prevent recurrence.

Written Warning:

If the unacceptable behavior or performance continues, the next step is a formal written warning from the Supervisor, again using the Employee Warning Report form. The written warning will define the problem, describe how it may be corrected, and may specify a reasonable time frame for correction, and will note that suspension and or termination may result if improvement is not observed.

The employee will be given an opportunity to read the warning, discuss it with the supervisor, and sign the warning. If the employee declines to sign the warning, the Supervisor will note as such.

Written Warning plus Suspension:

If the unacceptable behavior or performance continues, the next step is a written warning with unpaid (where legally permitted) suspension. The employee will be sent home for the remainder of the day and will receive an unpaid suspension. The duration of the unpaid suspension will be determined by the Supervisor and Human Resources.

The written warning (using the Employee Warning Report form) will define the problem, describe how it may be corrected, and may specify a reasonable time frame for correction, and will indicate that termination may result if improvement is not observed.

The employee will be given an opportunity to read the warning, discuss it with the Supervisor, and sign the warning. If the employee declines to sign the warning, the Supervisor will note as such.

Termination:

An employee will be terminated for serious misconduct or for performance deficiencies that are not corrected. An Employee Warning Report form will be completed documenting the reason for termination. The employee will be given a copy of the Employee Warning Report.

General Comments:

Disciplinary actions are usually corrective and progressive in nature. However, serious safety violations, preventable accidents, misconduct, work performance problems, violation of laws or Company policies, procedures and practices, may warrant disciplinary action (including termination) outside of the progressive approach that is described above.

In all instances, the Company reserves the right in its sole business discretion to take the corrective action it believes to be appropriate for any given situation. To that end, nothing in this policy is intended in any way to alter the Company's "at-will" policy, where both the employee and employer are free to terminate the employment relationship at any time and for any lawful reason.

I. EMPLOYMENT REFERENCES

It is the policy of the Company to provide only neutral employment references. The Human Resources Department only responds to written requests for information. In response to requests from outside interests (for example- credit checks, confirmation of employment, etc.) the HR Department will furnish and verify only an employee's name, job title, salary, and dates of employment. Verification of information will only be furnished when specifically authorized in writing by the employee.

For former CDL drivers seeking employment elsewhere, the Company will complete a Safety Performance History Records Request if authorized in writing by the former employee.

J. TERMINATION OF EMPLOYMENT

Company employees are employed on an at-will basis. Accordingly, Company employees are free to terminate their employment with the Company at any time and for any reason. The Company retains the similar right to discharge employees at any time for any lawful reason.

Resignation:

In order to resign in good standing, an employee must resign in writing and provide at least two (2) weeks' notice to their supervisor or the HR Director.

Termination Process:

1. For any termination (including Layoff), the supervisor must complete the Termination or Layoff Notification Form and submit it to HR.
2. It is important to submit the form as quickly as possible once the supervisor knows a termination is going to occur.
 - a. This ensures that the termination and any pay or deductions due are processed timely and properly in the HR/Payroll system in accordance with state and local laws.
 - b. It also ensures that the Company can respond timely to information requests from state unemployment offices.
3. Upon an employee's resignation or termination, it is the supervisor's responsibility to ensure that the employee returns all Company property (cell phone, tablet, ID card, vehicle keys, building keys and fob).
4. Exit interviews may be conducted by HR prior to termination.
5. All requests for references and verification of employment should be directed to HR.

K. PERFORMANCE REVIEWS

Growing and developing our employees is a key Company commitment. A Performance Review is an essential tool used to document and discuss employees' accomplishments, future goals and learning opportunities. New hires should be provided performance feedback at the end of their Introductory Employment Period. Thereafter, formal Performance Reviews are completed annually with a semiannual informal check-in on progress at midyear. Performance Reviews become a permanent part of an employee's personnel record and are considered in such decisions as transfers, training, demotions, promotions, terminations and pay increases.

L. TRANSFERS

New hires are assigned to specific departments when hired. After demonstrating proficiency and excellent sustained performance, an employee may seek to transfer to a new job or department. At times, the Company may find it necessary to transfer employees from one jobsite to another or from one department to another to meet the Company's workload. Transfers will be made at the sole discretion of the Company based on the legitimate business needs of the Company. An employee's failure to comply with the Company's request to transfer them may be subject to disciplinary action up to and including termination.

SECTION FOUR - TIME AWAY FROM WORK

A. HOLIDAY POLICY

After completing the introductory employment period (90 days) with the Company, full-time employees shall be eligible for holiday pay. The Company observes six (6) official holidays:

- * New Year’s Day (January 1)
- * Memorial Day
- * Independence Day (July 4)
- * Labor Day
- * Thanksgiving Day
- * Christmas Day (December 25)

At the Company’s discretion, an additional floating holiday may be designated during a calendar year.

In order to be eligible for holiday pay, an employee is required to work the scheduled day before and the scheduled day after the holiday unless a pre-scheduled absence is approved by the supervisor. In the event one of these holidays occurs on a Saturday, it is customary that the preceding Friday shall be observed as a holiday, and if the actual holiday occurs on a Sunday, it is customary that the holiday shall be observed on the following Monday.

B. PAID TIME OFF POLICY – Field Hourly

1. Full time (regularly working 30 hours or more per week) employees are eligible for Paid Time Off as shown in the Chart below.
2. See Human Resources for details on leave time for employees working a part time regular schedule (12 to 29 hours per week).
3. Paid Time Off is calendar year based, i.e., January 1 through December 31.
4. The amount of Paid Time Off earned by an employee is determined by his or her years of service with the Company.
5. Employees earn the next level of Paid Time Off during the calendar year containing the anniversary of hire.
6. Supervisor review and approval is required prior to using any Paid Time Off.
7. No Paid Time Off is earned for a particular year until the first day worked in that year. For employees on seasonal layoff or disability, attendance at the Annual Safety/HR meeting does not count as a day worked for this purpose.

Paid Time Off Schedule:

Timing	Paid Time Off
Date of Hire to 12/31 of 1 st year of employment	During the 1 st calendar year of employment, the employee will receive a prorated amount of Paid Time Off based on the number of full months from date of hire to year end.
January 1 of 1st full calendar year of employment	5 days
January 1 of calendar year containing 2nd anniversary	6 days

January 1 of calendar year containing 3 rd anniversary	7 days
January 1 of calendar year containing 4 th anniversary	9 days
January 1 of calendar year containing 5 th anniversary	10 days
January 1 of calendar year containing 6 th anniversary	11 days
January 1 of calendar year containing 7 th anniversary	12 days
January 1 of calendar year containing 8 th anniversary	13 days
January 1 of calendar year containing 9 th anniversary	14 days
January 1 of calendar year containing 10 th anniversary	15 days

New Hires:

1. On the first day of employment, an employee will receive a prorated amount of Paid Time Off for the balance of the month.
2. The prorated amount will be calculated by:
 - a. Dividing the number of full months remaining in the year by 12
 - b. Multiplying the full annual amount of Paid Time Off (5 days) by (a.) above.
3. Although Paid Time Off is granted at hire, a new employee is not eligible to use Paid Time Off during the first 90 days of employment.

Scheduling Paid Time Off:

1. Supervisor review and approval is required prior to using any Paid Time Off.
2. Whenever possible employees should provide 60 days advance notice.
3. In approving time off, supervisors will consider such things as work force needs, seniority, amount of advance notice provided, Maryland Flexible Leave Act situations, and the order of requests received.
4. While management will make every attempt to give every employee the time off that he/she requests, the Company cannot guaranty every request will be approved.
5. Additional approval of Superintendents and the VPs of Operations will be needed for amounts over 5 consecutive days or multiple periods of time off during the busy season from 4/1 through 10/31.

Using Paid Time Off and Carrying Over:

1. Paid Time Off may be used in ½ day (4 hour) or full day (8hour) increments.
2. Employees are generally expected to take all their earned paid time off days by the end of the last pay period in March of the following year in which it was earned.
3. At the end of the calendar year, employees will be able to carryover up to a maximum of 40 hours of unused paid time off.
4. At the end of the last pay period in March, all balances will be reviewed to ensure that the maximum balance is not greater than the annual allotment plus 40 hours of carryover time.
5. Any amounts in excess of 4 above will be forfeited
6. Each employee will have a single Paid Time Off balance that reflects the combination of annual allotment plus any carryover.

Using Paid Time Off Under Maryland Healthy Working Families Act (Sick and Safe Leave)

After 90 days of employment, an employee can use earned Paid Time Off for sick and safe leave under the following conditions:

- To care for or treat the employee's mental or physical illness, injury, or condition;
- To obtain preventative medical care for the employee or the employee's family member;
- To care for a family member with a mental or physical illness, injury, or condition;
- For maternity or paternity leave; or
- The absence from work is necessary due to domestic violence, sexual assault, or stalking committed against the employee or the employee's family member and the leave is being used: (1) to obtain medical or mental health attention; (2) to obtain services from a victim services organization; (3) for legal services or proceedings; or (4) because the employee has temporarily relocated as a result of the domestic violence, sexual assault, or stalking.

A family member includes a spouse, child, parent, grandparent, grandchild, or sibling.

Employees are permitted to use earned sick and safe leave in increments in certain amounts established by their employer. Employees are required to give notice of the need to use earned sick and safe leave when it is foreseeable. An employer may deny leave in certain circumstances.

The Maryland Healthy Working Families Act does not add or detract from an employee's eligibility for FMLA leave (although it is possible to have overlapping MD HWFL and FMLA leave).

Termination of Employment or Layoffs:

1. No Paid Time Off balances will be paid out if the employee terminates before the 1st anniversary of employment.
2. Employees subject to Layoff may elect to have any unused earned Paid Time Off and/or Carryover paid out upon layoff. Employees subject to Layoff may also authorize deductions to be taken from such a payout to cover their employee benefits premiums during layoff.

C. TEMPORARY LAYOFF POLICY

Due to the seasonality of our industry, some employees may be subjected to a temporary layoff. If an employee is placed on a temporary layoff, he/she will be notified of an expected return-to-work date. It is the employee's responsibility to apply for any Unemployment benefits for which s/he may be eligible.

During the temporary layoff period, benefits such as medical insurance, dental insurance, vision insurance and voluntary life insurance, will remain active if the employee pays his/her share of the active employee premium (for a maximum layoff period of up to 26 weeks).

If an employee has accrued paid time off that was not used during the year, the employee may be paid for their leave before they go on layoff. This would be paid out in the last paycheck.

Failure to report to work on a specified return-to-work date, without acceptable advance notice to the supervisor will result in termination. If the Company is unable to return an employee to work on the expected return-to-work date, it will notify the employee at that time of the employee's benefits status.

D. BEREAVEMENT LEAVE

In the unfortunate event of a death in the immediate family, a full-time employee will be granted a maximum of two (2) days bereavement leave with pay. An employee must have successfully completed his/her introductory employment period to be eligible for paid bereavement leave. For purposes of this policy, an employee's immediate family is defined to include spouse, father, mother, son or daughter, sibling, parent's in-law, stepparents, and stepchildren.

If an employee requires more time than allowed by this policy, he/she may request a personal unpaid leave of absence or may request to use any paid time off that is available.

Bereavement pay shall not be made when such time has been paid as Paid Time Off, a Holiday or for a day when the employee was not scheduled to work.

E. JURY DUTY LEAVE

To provide income protection while an employee carries out his/her civic responsibility, the Company provides partial compensation for a period of up to three (3) days. This paid leave policy also applies when an employee is subpoenaed as a witness in a case in which the employee has no personal or financial interest.

Full time Non-Exempt (hourly) employees are eligible to receive 50% of his/her regular hourly rate, based on the number of hours normally worked in each day. Exempt employees will receive pay during jury duty in accordance with applicable federal and state law.

It is the employee's responsibility to:

1. Notify his/her supervisor upon receiving notification from the state or federal courts of an obligation to serve on a jury or to act as a court witness. A copy of the subpoena or jury duty summons should be provided.
2. Submit a receipt showing proof of jury time served to his/her Supervisor and payroll.

If employee is excused from court proceeding early in the day, he/she is to contact his/her Supervisor regarding completing the remainder of his/her regular work schedule.

If jury and/or court service is required in excess of three days, the situation will be reviewed by the HR Director to determine additional benefits.

Paid jury duty leave shall not be granted for an employee's appearance in court as a plaintiff or defendant.

F. MILITARY LEAVE

A full-time employee, summoned to active military duty, will be placed on an unpaid military leave of absence and be eligible for return in accordance with applicable law.

G. FAMILY AND MEDICAL LEAVE ACT ("FMLA")

1. Purpose

It is the policy of the Company to provide leaves of absence in accordance with the Family and Medical Leave Act of 1993, as amended ("FMLA"). FMLA leave is unpaid leave, although certain paid leaves may be available to provide pay to an employee on FMLA leave.

2. Eligibility

Eligibility for FMLA leave is dependent upon multiple factors, and not all employees of the Company are necessarily eligible for FMLA leave. To qualify to take family or medical leave under this policy, the employee must meet all the following conditions:

1. The employee must have worked for the Company for at least 12 months or 52 weeks on the date of the commencement of the leave. The 12 months or 52 weeks need not to have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee was on leave during the week.

2. The employee must have worked at least 1,250 hours for the Company during the twelve-month period immediately before the date when the leave is requested to commence. (The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.)
3. The employee must work in an office or worksite where 50 or more employees are employed by the Company within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.
4. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations.

Employees should contact the HR Department with any specific questions about their individual eligibility for FMLA leave.

3. Interpretation

Subject to applicable law and regulations, the Company reserves the right to interpret this FMLA policy in accordance with the Company's business judgment.

4. Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1. The birth of a child and in order to care for that newborn child;
2. Placement with the employee of a child for adoption or foster care;
3. To care for a spouse, child or parent with a Serious Health Condition;
4. Because of the employee's own Serious Health Condition that renders the employee unable to perform the functions of his or her position;
5. Because of any Qualifying Exigency arising out of the fact that the employee's spouse, son, daughter or parent (the military member or member) is on Covered Active Duty or called to covered active duty status (or has been notified of an impending call or order to Covered Active Duty); or
6. To care for a Covered Servicemember with a Serious Injury or Illness if the employee is the spouse, son, daughter, parent or next of kin of the Covered Servicemember.

5. Definitions

Serious Health Condition: An illness, injury, impairment or physical or mental condition that makes the employee unable to perform the functions of the employee's position and involves Inpatient Care (i.e., an overnight stay) at a hospital, hospice or residential medical care facility or Continuing Treatment by a Health Care Provider.

Inpatient Care: An overnight stay in a hospital, hospice, or residential medical care facility, including any Period of Incapacity (defined as an inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with such Inpatient Care.

Continuing Treatment: A Serious Health Condition involving continuing treatment by a Health Care Provider includes any Period of Incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or Period of Incapacity relating to the same condition that also involves:

- a) Incapacity and Treatment: Treatment two (2) or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a Health Care Provider; or treatment by a Health Care Provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the Health Care Provider, or
- b) Pregnancy: Any period of incapacity due to pregnancy; or
- c) Chronic Conditions: Continuing treatment by a Health Care Provider of a chronic Serious Health Condition which requires periodic visits (at least twice per year) for treatment by a Health Care Provider; continues over an extended period of time; and may cause episodic rather than continuing Period of Incapacity; or
- d) Permanent or Long-Term Conditions: A Period of Incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
- e) Condition Requiring Multiple Treatments: Any period of absence to receive multiple treatments by a Health Care Provider, including any associated period of recovery.

Health Care Provider: A medical doctor or osteopathic physician who is authorized to practice medicine or surgery by the state in which the doctor practices; or any other person determined by the Secretary of Labor to be capable of providing health care services.

Spouse: Means a husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides, including same sex and/or common law marriage in States where such marriages are recognized.

Serious Health Condition of Eligible Dependent: An injury, illness, impairment or physical condition that involves inpatient care in a hospital, hospice, residential medical care facility or controlled treatment by a Health Care Provider.

Qualifying Exigency: Qualifying exigencies for which an employee may take leave include (a) short-notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) financial and legal arrangements; (e) counseling; (f) rest and recuperation; (g) post-deployment activities; (h) parental care leave for a parent who is incapable of self-care; and (i) additional activities as defined by the regulations.

Covered Active Duty: Means –

- a. in the case of a member of the Regular Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
- b. in the case of a member of a Reserve Component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support an applicable contingency operation.

Covered Servicemember: Means –

- a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in Outpatient Status, or is otherwise on the temporary disability retired list, for a Serious Injury or Illness; or
- b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a Serious Injury or Illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

Son or Daughter: A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco

parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

Son or Daughter of Covered Servicemember: A Covered Servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the Covered Servicemember stood in loco parentis, and who is of any age.

Parent of Covered Servicemember: A Covered Servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the Covered Servicemember. This term does not include parents "in law."

Next of Kin of Covered Servicemember: The nearest blood relative other than the Covered Servicemember's spouse, parent, son, or daughter.

Outpatient Status: Status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient, or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Serious Illness or Injury of Covered Servicemember: Means –

- a) In the case of a current member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and
- b) In the case of a covered veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period described above, means a Qualifying Injury or Illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran, and is:
 - (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive assistance for Family Caregivers..

Equivalent Job: A position with the same salary, benefits, shift, etc.

Eligible Dependent: Spouse, child, or parent with a serious health condition.

Twelve (12) Month Period: A rolling twelve (12) month period beginning with the first day of the leave and looking back twelve (12) months.

6. Serious Health Conditions

1. Employees with questions about what illnesses are covered under this FMLA policy or under the Company's sick leave policy are encouraged to consult with the Human Resources Department.
2. The Company will require an employee to provide a doctor's certification of the Serious Health Condition. See Section "10," *below*, for additional information regarding the Company's FMLA certification process.
3. If an employee takes paid sick leave for a condition that progresses into a Serious Health Condition and the employee requests unpaid leave as provided under this policy, the Company may designate all or some portion of related leave taken as Family and Medical Leave under this policy, to the extent that the earlier leave meets the necessary qualifications under this policy.

7. Servicemember and Qualifying Exigency Leave

1. Covered Servicemembers: Eligible employees may take up to 26 weeks of FMLA leave to care for a Covered Servicemember. This leave is available only during a single 12-month period and is combined with all other FMLA leaves in that period, resulting in a maximum total leave entitlement of 26 weeks. As with all FMLA leaves, the time off is unpaid. However, employees will be required to use all accrued paid time off during this leave.
2. Qualifying Exigency Leave: Eligible employees may take up to 12 weeks of FMLA leave in a 12-month period to deal with any Qualifying Exigency that arises from a spouse's, son's or daughter's, or parent's Covered Active Duty in the Armed Forces, including an order or call to duty. This leave is not confined to a single 12-month period. The 12 weeks is reduced by leave for any other qualifying FMLA event during the 12-month period.

8. Leave Duration

1. FMLA leave for all covered FMLA events other than Covered Servicemember Leave is limited to 12 work weeks in any twelve (12) month period. Any FMLA leave taken will count against the employee's FMLA leave entitlement.
2. Covered Service member Leave: Employees may take leave for up to 26 workweeks during a single 12-month period where the employee is caring for a Covered Servicemember if the employee is the spouse, son, daughter, parent or next of kin of the Covered Servicemember.
3. Concurrent Leave: FMLA leave for Covered Servicemembers runs concurrently with other FMLA-related events.
4. If a husband and wife both work for the Company, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a Serious Health Condition, the husband and wife may only take a combined total of 12 weeks of leave for such leave.
5. If a husband and wife both work for the Company, and each wishes to take Covered Servicemember Leave, the husband and wife may only take a combined total of 26 weeks of leave during the single 12-month period in which they are caring for a Covered Servicemember with a Serious Health Condition.

9. Intermittent Leave and Reduced Schedule Leave

1. Leave due to a Serious Health Condition (if medically necessary) or a Qualifying Exigency (under limited circumstances) may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours the employee works per workweek or workday) and may not exceed a total of twelve (12) weeks over a twelve (12) month period.
2. Leave due to a Serious Health Condition of a Covered Servicemember may be taken intermittently or on a reduced schedule leave and may not exceed a total of 26 weeks over a 12-

month period that begins on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends 12 months after that date.

3. Intermittent leave and/or reduced schedule leave is not guaranteed for the birth of a child and or the placement of a child for adoption and/or foster care. Requests for such leave will be considered by the Company on a “case-by-case” basis.
4. Employees seeking intermittent leave or leave on a reduced schedule must attempt to schedule their leave so as not to disrupt the Company's operations. The Company has the right to assign the employee seeking intermittent leave or leave on a reduced leave schedule (based on planned medical treatment that is foreseeable) to an alternative equivalent pay/benefits position that better accommodates the employee's requested leave schedule or to transfer the employee to a part time job with the same rate of pay and proportionately reduced benefits. Salaried employees on intermittent or reduced FMLA leave will have any hours taken as intermittent or reduced FMLA leave deducted from their pay.
5. When taking leave on an intermittent or reduced leave schedule basis, the Company will account for the leave using an increment no greater than the shortest period of time that the Institute uses to account for use of other forms of leave. Employees will not be required to take more leave than is necessary to address the circumstances that precipitated the need for the leave. However, where it is physically impossible for an employee to start or end work mid-way through a shift, the entire period the employee is forced to be absent is counted against the employee’s FMLA leave entitlement

10. Certification

The Company will ask for certification of an employee’s request for a leave of absence for a Serious Health Condition, Qualifying Exigency leave, or Military Caregiver leave. Completion of this certification will be required before the leave can be approved officially.

The employee should try to complete applicable certification forms within 15 days of the Company’s request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Certification should be provided by the employee using the certification form(s) provided by the Company in response to the employee’s request for leave under this policy.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of necessity for taking intermittent leave or working a reduced schedule.

Where allowed by applicable law, the Company reserves the right to have an employee or covered family member examined by a health care provider of its choice for a second opinion at any time at its discretion. Any such second opinion examination shall be paid for by the Company. In the event a conflict exists between the medical opinion of the employee’s or covered family member’s health care provider and that of the Company in the second opinion examination, a third examination will be required to be performed by a health care provider mutually agreed upon by the employee and the Company and paid for by the Company. In such instances, the opinion of the third health care provider shall be final and binding on the Company and the employee.

11. Employee Status and Benefits During FMLA Leave

While an employee is on leave, the Company will continue the employee’s health benefits during the FMLA leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued Serious Health Condition

of the employee or the employee's family member or a circumstance beyond the employee's control, the Company will require the employee to reimburse the Company the amount it paid for the employee's health insurance premium during the FMLA leave period.

Under current Company policy, the employee pays a portion of the health care premium. While on paid leave, the Company will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The Company will provide 15 days' notification prior to the employee's loss of coverage.

Benefits that operate on an accrual basis (e.g., , paid time off, sick leave, personal leave) will not accrue during any period of unpaid leave under this policy, nor will an employee accrue seniority or service time during any period of unpaid leave in connection with the employee's eligibility for a performance review, salary review, and/or adjustment or bonus.

An employee's eligibility for qualified benefits (e.g., pension, 401(k)) will be governed according to the terms of each respective benefit plan. For retirement plan purposes, any period of unpaid FMLA leave shall not be treated as, or counted toward, a break in service for purposes of vesting and eligibility to participate. In addition, if the plan requires an employee to be employed on a specific date in order to be credited with a year of service for vesting, contributions or participation purposes, an employee on unpaid FMLA leave on that date shall be deemed to have been employed on that date. However, unpaid FMLA leave periods need not be treated as credited service for purposes of benefit accrual, vesting and eligibility to participate.

If the employee contributes to a life insurance or disability plan, the Company will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits, and pay their portion of the premiums; or the Company may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the Company may discontinue coverage during the leave. If the Company maintains coverage, the Company may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

13. Use of Paid and Unpaid Leave

If the employee has accrued or earned paid leave available at any time during FMLA leave, the employee must use paid leave first and take the remainder of the FMLA leave as unpaid leave. The Company will notify the employee within two business days in writing or orally (to be confirmed in writing by no later than the employee's next regular payday) whether the leave will be designated as FMLA leave.

An employee who is taking leave because of the employee's own Serious Health Condition or the Serious Health Condition of a family member must use all paid time off, personal or, where applicable, sick leave prior to being eligible for unpaid leave. (Sick leave may be substituted for unpaid FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.)

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the Company provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

An employee who is taking leave for the adoption or foster care of a child must use all paid time off, personal or family leave prior to being eligible for unpaid leave.

13. Reinstatement from Leave

1. Eligible employees taking leave under this policy, who return to work with the Company immediately after the end of a FMLA leave generally, will be reinstated to their former position or to an equivalent position with equivalent benefits and other terms and conditions of employment. However, no employee is entitled under this policy to any right, benefit, or position other than that to which the employee would have been entitled had him or her not taken leave. For example, if a layoff or some other extenuating circumstance or business condition arises that affects the employee's position, reinstatement may not be possible.
2. The Company also reserves the right to deny reinstatement to certain "key employees," where such denial is necessary to prevent substantial and grievous economic injury to the Company's operations.
3. Key employees will be notified of the Company's intention in this regard as soon as a determination is made that such condition would occur.
4. In the event such notice is given to a key employee already on leave, the employee will be offered the opportunity to terminate his or her leave and immediately return to work.
5. Key employees notified while on leave, who decide not to return to work will remain on leave for the balance of the leave period and then be terminated.
6. Key employees are defined as the highest paid 10 percent of the employees employed by the Company within 75 miles of the facility at which the employee is employed.

14. Procedure for Requesting Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Human Resources Department. Within five business days after the employee has provided this notice, the Company will complete and provide the employee with the DOL Notice of Eligibility and Rights. When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the Company's operations.

When the need for FMLA leave is not foreseeable, the employee must comply with the Company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

The Company will provide individual notice of rights and obligations to each employee requesting leave within five (5) business days or as soon as practicable. For employees on intermittent or recurring leave for the same incident this notice will be provided every six (6) months.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the Company receives notice. While on leave, employees are requested to report periodically to the Company regarding the status of the medical condition and their intent to return to work.

15. Return to Work Examinations

Before being permitted to return to work from a leave for the employee's own Serious Health Condition, the employee will be required to provide certification from his or her Health Care Provider that he or she is able to return to work and perform all essential functions of the job, with or without reasonable

accommodation.

16. Periodic Notification While on Leave

Employees will be required to contact their supervisor at least every 30 days while on leave to report on their status and intentions with respect to returning to work at the end of their leave period.

17. Outside Employment

While on FMLA leave, employees are not permitted to engage in outside or supplemental employment within or outside the Company during hours they would normally work for the Company. Doing so will result in the loss of both FMLA's job restoration and maintenance of insurance benefit provisions.

18. Americans with Disabilities Act

The Company complies fully with the Americans with Disabilities Act ("ADA") and the ADA Amendments Act ("ADAAA"), and, in addition to compliance with FMLA, will, to the extent required by law, provide reasonable accommodations to qualified individuals with a disability in accordance with the terms and conditions of the ADA and ADAAA.

H. UNPAID PERSONAL LEAVE OF ABSENCE

In its sole discretion, the Company may grant employees a leave of absence without pay. In order to be eligible for unpaid leave, an employee must have been continuously employed with the Company for at least one (1) year. Requests for leaves of absence will be considered on a case-by-case basis, and such factors as an employee's length of service, performance, responsibility level, the reason for the request, and the expected impact on the Company will be taken into consideration when reviewing a request for unpaid leave. If applicable, any leave granted pursuant to this policy shall be denoted as FMLA leave. Any leave granted pursuant to this policy must, in all respects, conform to the regulations outlined with respect to FMLA leave as shown above.

I. LACTATION BREAKS

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The Company will also make a reasonable effort to provide the employee with the use of a room or other location near the employee's work area, for the employee to express milk in private.

Employees should notify Human Resources to request time to express breast milk under this policy. Subject to applicable law, the Company reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations. No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation.

SECTION FIVE - EMPLOYEE BENEFITS

In addition to the regular wages paid through the paycheck you receive for working at the Company, the Company offers numerous benefits, services, and conveniences to help provide protection and assistance for eligible employees.

Our Short-Term Disability Insurance, Long Term Disability Insurance, Life Insurance, Health, Dental and Vision coverage, 401(k) Retirement Plan, Flexible Spending Accounts Employee Assistance Plan and other benefits are discussed in more detail in the annual Benefits Enrollment booklet, and in the formal contracts and other plan

documents. In the event there is any question or conflict in language or interpretation between those booklets and documents and the provisions of this Handbook, the terms of the actual contracts and other plan documents take precedence and are controlling.

If you have any questions about any of these benefits, please contact Human Resources.

SECTION SIX – MANAGERIAL RIGHTS

Notwithstanding any other provision of this Handbook, all managerial and administrative functions and prerogatives entrusted to and conferred upon employers inherently, expressly, and by law, are retained and vested exclusively with the Company, including but not limited to the right to exercise our judgment and discretion to take whatever action is necessary to operate the Company's business, protect its health, property, security, and general welfare; to reduce, contract out, sell, close down, or relocate the Company' operations or any part thereof; to hire, layoff, direct, discipline, discharge, or increase the efficiency of the workforce in the manner and to the degree the Company deems appropriate; to set the standards of productivity, maintenance, services, security, research and development; and, in general, to take whatever other actions necessary in the Company's judgment and discretion to administer the Company' operations and direct its work force. The failure of the Company to exercise any prerogative or function in a particular way shall not be considered a waiver of the Company's right to exercise such prerogative or function or preclude it from exercising that prerogative or function in some other way.

SECTION SEVEN - RECEIPT AND ACKNOWLEDGMENT

GRAY & SON, INC. EMPLOYEE HANDBOOK

This Employee Handbook is an important document intended to help you become acquainted with the Company. Please note, however, that this Handbook is only a guide; it is not the final word in all cases. In all circumstances, the Company's interpretation of its Handbook, policies and/or plan documents is controlling.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the Company's Employee Handbook.

_____ I have received and acknowledge that I am responsible for reading the Company's Employee Handbook. I understand the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time, with or without prior notice. I understand this Employee Handbook replaces and/or supersedes all other previous Employee Handbooks for the Company.

_____ I understand that no contract of employment other than "at will" has been expressed or implied and that no circumstances arising out of my employment will alter my "at will" employment relationship. I understand further that this Handbook is not an employment contract and is for informational purposes only.

_____ I have read and understand the Company's Equal Employment Opportunity statement and Complaint Process. I am aware that the Company's EEO Officers are the Human Resources Director and the Company President. I have been trained that should I feel that I have been discriminated against, I have a right to file a complaint of discrimination.

_____ I understand I am responsible for reading, understanding and abiding by the Company's policies with respect to workplace harassment and understand the Company has a zero-tolerance policy with respect to sexual and other unlawful harassment in the workplace. I understand that I am to report incidents of harassment to the Human Resources Department, and further understand the Company will not retaliate against me for making a good faith complaint of harassment or for participating in an investigation of harassment.

_____ I hereby authorize the Company to deduct from my paycheck(s) the value of any of the Company-issued property not returned upon my separation from employment with the Company, and/or any monies which I may owe the Company.

_____ I understand that I am responsible for reading, understanding and abiding by the Company's Drug Free Workplace Policy and agree to abide by the terms of that policy.

_____ My signature indicates I have received a copy of the Company's Employee Handbook and have been told it is my responsibility to read it in its entirety and to abide by the standards and conduct contained therein. Finally, my signature indicates I have been told and understand that if I do not understand a policy, it is my responsibility to ask for clarification from the Human Resources Department, and that ignorance is no excuse.

Employee Name (Print)

Signature

Date