



EMPLOYEE HANDBOOK

Policies & Programs

Revised 1/16/2025

**For union employees, the collective bargaining agreement supersedes where a conflict exists between this Handbook and the CBA.*

Table of Contents

Chapter 1: Introduction	6
Chapter 2: Our Culture	7
2.1 Our Purpose, Vision, and Mission	7
2.2 Our Values.....	7
2.3 Workforce Philosophy.....	8
Chapter 3: Equal Employment Opportunity and Non-Discrimination.....	9
3.1 Equal Employment Opportunity and Non-Discrimination.....	9
3.2 Anti-Harassment	9
3.3 Americans with Disabilities Act (ADA) and Reasonable Accommodations.....	12
3.4 Religious Accommodations.....	12
3.5 Lactation Support in the Workplace	13
Chapter 4: Basic Employee Policies	14
4.1 General Rules and Regulations	14
4.2 Outside/Competing Employment	15
4.3 Employment of Relatives and Fraternalization	15
4.4 Personal Conduct	16
4.5 Personal Appearance	17
4.6 No Solicitation/Distribution and Bulletin Boards.....	17
Chapter 5: Attendance and Time Away from Work	19
5.1 Attendance Policy	19
5.2 Emergency Closure	19
5.3 Paid Time Off	19
5.4 Holidays	19
5.5 Family and Medical Leave Act (FMLA).....	20
5.6 Medical Leave of Absence	25
5.7 Medical Leave Dual Employment	25
5.8 Personal Leave of Absence	26
5.9 Parental and Family Leave.....	26
5.10 Bereavement Leave	28
5.11 California and Illinois Reproductive Loss Leave.....	29
5.12 Military and Military Family Leave	29
5.13 Jury and Witness Duty	31
5.14 Layoff and Recall.....	31
5.15 Inactive Status	32
Chapter 6: Compensation.....	33
6.1 Hours of Work.....	33

6.2 Timekeeping Requirements	34
6.3 Timekeeping Abuse	35
6.4 Overtime	36
6.5 Pay Transparency Non-Discrimination.....	37
6.6 Compensation Reviews.....	37
6.7 Business Expenses and Travel.....	37
Chapter 7: Employee Lifecycle.....	38
7.1 Background Checks	38
7.2 Job Posting and Internal Applicants.....	38
7.3 Employment-At-Will	40
7.4 Probationary Period.....	40
7.5 Job Duties and Responsibilities.....	40
7.6 Performance Reviews	41
7.7 Termination of Employment.....	41
7.8 Personnel Records	41
7.9 Reference Requests	42
Chapter 8: Employee Benefits	43
8.1 Health and Welfare Benefits.....	43
8.2 COBRA	43
8.3 Education Assistance	43
Chapter 9: Workplace Monitoring, Inspections, and Telecommuting	45
9.1 Workplace Monitoring.....	45
9.2 Inspection of Property	45
9.3 Telecommuting	45
Chapter 10: Safety and Health.....	47
10.1 US Aggregates Safety Policy.....	47
10.2 Workers Compensation	47
10.3 Use of Company Equipment	47
10.4 Tobacco-Free Workplace	48
10.5 Light-Duty Assignments	48
10.6 Workplace Violence	49
10.7 Visitors in the Workplace.....	50
10.8 Alcohol and Drug-Free Workplace.....	51
Chapter 11: Internal Reporting Procedures	52
11.1 Employee Suggestions	52
11.2 Ethics Hotline	52

11.3 Cooperation with Investigations..... 53

Acknowledgement of Receipt 54

Appendix A: Attendance Policy 55

Appendix B: PTO Policy 57

Appendix C: Substance Abuse Policy..... 62

Acknowledgement of Receipt – Substance Abuse Policy..... 70

Chapter 1: Introduction

US Aggregates is proud to be a part of the Heritage Construction and Materials division of The Heritage Group. For more than 65 years, Heritage Construction and Materials companies have been an integral part of building roads, bridges, and construction projects across the Midwest. HC+M is made up of a collection of companies that provide innovative, high-quality road construction materials and services, as well as scientific research, for a wide variety of customers. From start to finish, HC+M companies work together to build longer-lasting, safer transportation infrastructure and materials — and so much more. Our focus on sustainability, business excellence and talent drives us as we deliver for employees, customers and communities.

At US Aggregates we believe in building leaders who protect our communities, are stewards of our resources, adapt and grow as our business and industry change, and strengthen each other and our customers.

We embrace leadership through teamwork and set our expectations to develop, learn, and empower one another. As leaders, we assure integrity in our work, safety in our process, partnerships with our customers, and confidence in our products. Together we turn big challenges into bigger opportunities, creating growth within our communities and innovative solutions for our customers.

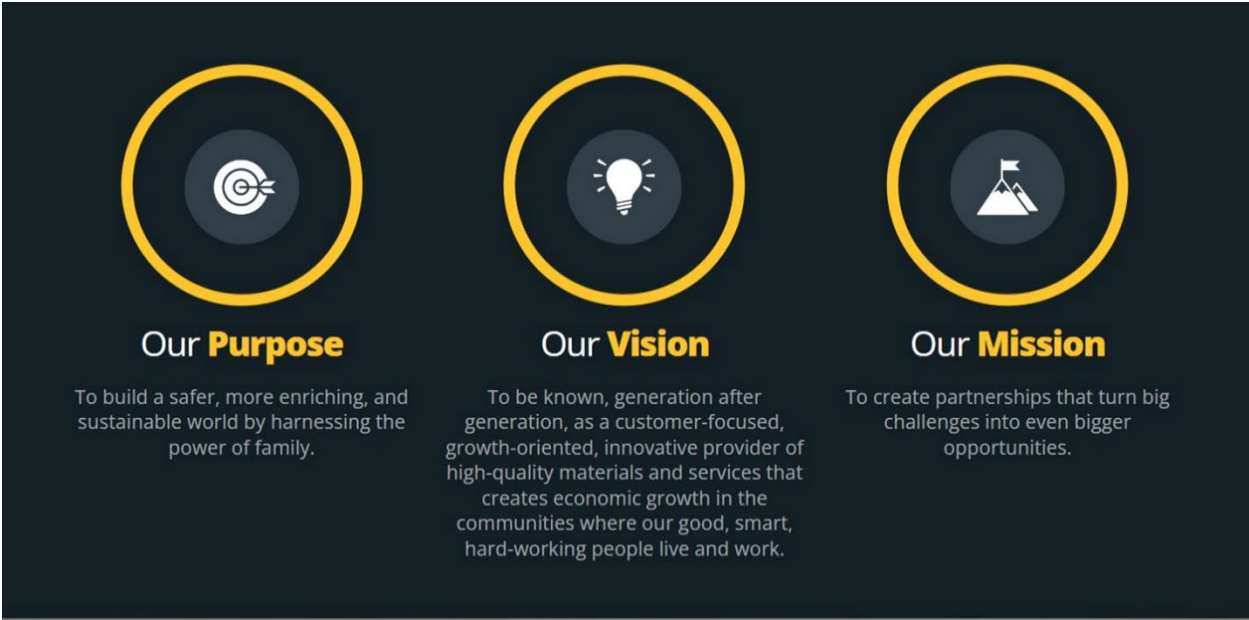
We value each other's strengths and set the expectation that every employee, from loader operator to plant clerk to manager, has an important voice in the US Aggregates family.

Applicability of Policies and Procedures

The policies and procedures set forth in this Handbook apply to all US Aggregates employees. For the avoidance of doubt, these policies and procedures do not cover employees of any other business unit. Notwithstanding the foregoing, the policies and procedures set forth in this Handbook work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with the Company. Where policies and procedures in this Handbook differ from the terms expressed in the applicable collective bargaining agreement with the Company, employees should refer to the specific terms of the collective bargaining agreement, which will control. The Company reserves the right to modify these policies and procedures at any time.

Chapter 2: Our Culture

2.1 Our Purpose, Vision, and Mission



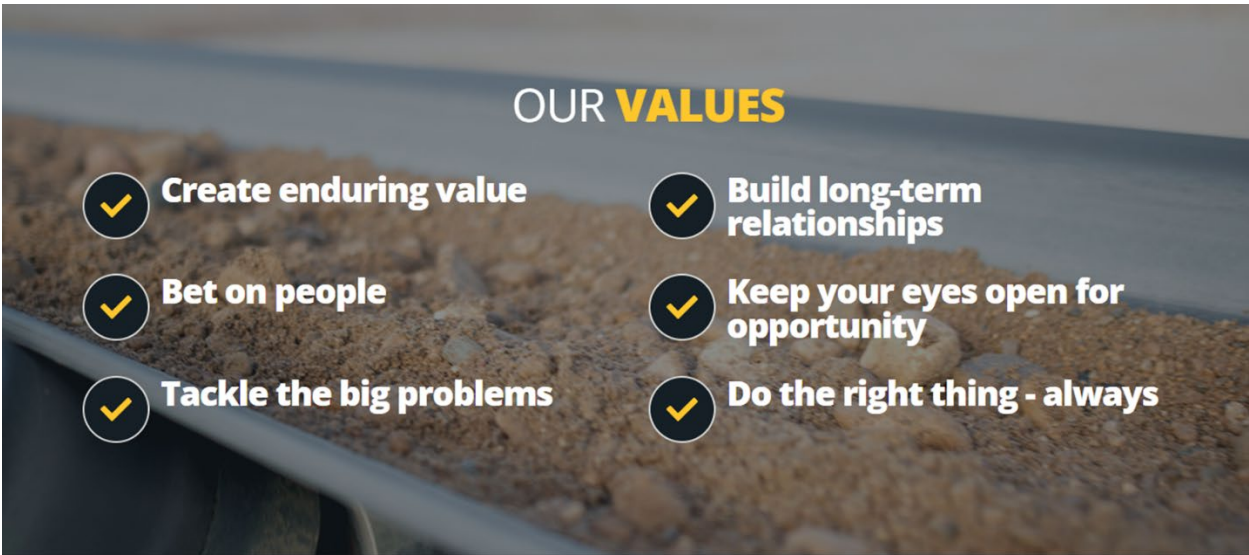
Our Purpose
To build a safer, more enriching, and sustainable world by harnessing the power of family.

Our Vision
To be known, generation after generation, as a customer-focused, growth-oriented, innovative provider of high-quality materials and services that creates economic growth in the communities where our good, smart, hard-working people live and work.

Our Mission
To create partnerships that turn big challenges into even bigger opportunities.

2.2 Our Values

At US Aggregates, we create and innovate, and we turn big challenges into even greater opportunities. But it's *how* we do those things that makes us different. **These are the values that guide us.**



OUR VALUES

- ✓ Create enduring value
- ✓ Build long-term relationships
- ✓ Bet on people
- ✓ Keep your eyes open for opportunity
- ✓ Tackle the big problems
- ✓ Do the right thing - always

2.3 Workforce Philosophy

The Company has accepted the responsibility to provide employees with a good working environment, competitive wages and benefits, and an opportunity to succeed. The Company is committed to treating employees with respect, developing their skills, and working with them to solve workplace problems. The Company believes in open and honest communication with its employees, and always prefer to do so directly with employees themselves because they are the best source of information regarding their individual concerns. Honest communication helps avoid misunderstandings and resolve problems at an early state.

The Company will respect and partner with a third party to determine terms and conditions of work where employees at a Company location have chosen to work with or be represented by a third party.

Chapter 3: Non-Discrimination Policies

3.1 Equal Employment Opportunity (EEO) and Non-Discrimination

The Company is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that provides equal employment opportunities and prohibits discrimination.

Equal Employment Opportunity has been, and will continue to be, a fundamental principle of the Company where all employment decisions are based upon personal capabilities and qualifications without regard to race, color, religion, sex, pregnancy, sexual orientation, gender identity, genetic information, age, national origin, physical or mental disability, military status, veteran status, citizenship status, protected activity (e.g. opposition to prohibited discrimination or other unlawful activity or participation in a statutory complaint process), or any other protected characteristic as established by law. The Company prohibits and will not tolerate any such discrimination.

This policy applies to all phases of employment and personnel actions including, but not limited to, recruitment, hiring, promotion, demotion, transfers, rates of pay and other forms of compensation, selection for training, discipline, and termination of employment. The Human Resources Department has overall responsibility for this policy and maintains reporting and monitoring procedures.

3.2 Anti-Harassment

The Company prohibits all forms of harassment including sexual harassment and harassment based on race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, genetic information, age, disability, military status, veteran status, citizenship status, protected activity, or any other characteristic protected by law. This applies to all employees and non-employees at Company work sites or functions.

Harassment is any unwelcome communication or action towards another individual that (1) impacts their ability to conduct their work because of the creation of a hostile or offensive work environment, and/or (2) when it results in an adverse employment decision.

Examples of harassing conduct includes, but is not limited to, the following:

- Making comments about a person's clothing, body, or looks;
- Mimicking a physical characteristic or impediment of a disabled employee;
- Making derogatory jokes or personal insults, using racial slurs, and expressing disgust or intolerance toward a particular race, gender, or other protected class;
- Labeling someone or name-calling based on protected classes, upbringing, or socioeconomic level;
- Mocking a worker's accent;
- Making threats or displaying discriminatory symbols;
- Using derogatory language and homophobic slurs, making disparaging remarks about someone's perceived sexual orientation, or intentionally misgendering someone;
- Denying someone's access to a restroom consistent with their gender identity;
- Wearing clothing that could be offensive to another ethnic group (e.g., tasteless Halloween costume);
- Making negative comments about an employee's personal religious beliefs;

- Posting, distributing, or otherwise circulating materials containing offensive content; or Excluding a co-worker or subordinate employee of another race or sexual orientation, etc. from staff meetings or failing to inform the employee about company social events or opportunities for advancement.

Sexual harassment of any kind will not be tolerated. Sexual harassment is prohibited regardless of gender. Prohibited conduct includes many forms of offensive behavior including, but not limited to, the following:

- Unwelcome sexual advances;
- Requests for sexual favors;
- Acts of physical aggression, intimidation, hostility, threats, or unequal treatment based on sex (even if not sexual in nature);
- Inappropriate or adverse treatment because an employee does not fit a gender stereotype;
- Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects, photos, screen savers, cartoons, or posters;
- Sending obscene, pornographic, or otherwise inappropriate communications, including suggestive or obscene letters, invitations, notes, emails, or messages;
- Making or using derogatory comments, epithets, slurs, and sexist or sexual jokes;
- Graphic verbal commentaries about an individual’s body, sexually degrading words used to describe an individual; and
- Physical conduct such as touching, assault, impeding or blocking movement.

Because it is difficult to predict when conduct or comments might be “unwelcome” or perceived as offensive, employees should avoid all such conduct and behave in a professional manner at all times. The Company prohibits inappropriate behavior regardless of whether anyone has complained about the inappropriate behavior, and regardless of whether the person engaging in the inappropriate behavior intended for it to be offensive. This policy also prohibits inappropriate behavior which was intended only as a joke or was not supposed to be seen or overheard by others.

No manager, employee, or non-employee shall threaten or insinuate that another employee’s or applicant’s refusal to submit to sexual advances will adversely affect any aspect of that person’s employment. No manager or employee shall promise, imply, or grant any preferential treatment to another employee or applicant in exchange for engaging in sexual conduct. No manager or employee shall engage in another inappropriate behavior which has the purpose or effect of unreasonably interfering with an employee’s work performance or creating an intimidating, hostile, or offensive working environment.

Rights and Responsibilities

If an employee believes they are being subjected to conduct or comments that violate this policy, and they feel comfortable doing so, to the employee should tell the individual engaging in the behavior that conduct is offensive and ask that it stop. If that does not work, or if the employee feels uncomfortable doing that, the employee must immediately report these matters to their manager, the Senior Manager over the area, to any other member of management, Human Resources, or the **Ethics Hotline at 1-888- THG-1930** or THG.IntegraReport.com. If the employee believes they have been subjected to behavior that violates this policy by the manager or other

leadership with authority over them, the employee should immediately report the matter to Human Resources or the **Ethics Hotline at 1-888-THG-1930** or [THG.IntegraReport.com](https://www.thg.com/IntegraReport).

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. For this reason, an employee should always make a report as soon as possible and should not wait for a situation to become worse or unbearable before making a report.

Managers' Responsibility

All managers are responsible for creating and maintaining a work environment free from harassment. If a complaint is made to a manager, the manager is required to notify Human Resources.

Retaliation Is Prohibited

The Company prohibits retaliation against any individual that reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination. Any employee who feels that he or she has been threatened with, or subjected to, such reprisal or retaliation should immediately report the reprisal or retaliation to their supervisor or Human Resources.

While the Company is committed to preventing and correcting unlawful discrimination, harassment, other inappropriate behavior, and retaliation, it also recognizes that false accusations may harm the innocent party who is falsely accused. Accordingly, any employee who, after an investigation, is found to have knowingly made a false accusation of discrimination, harassment, other inappropriate conduct, or retaliation will be subject to appropriate disciplinary action. If an employee makes a report of what they believe in good faith to be discrimination, harassment, other inappropriate behavior, or retaliation, the employee will not be subjected to disciplinary action, even if the employee turns out to have been mistaken.

The Investigation

Any reported allegations of harassment, discrimination, or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action.

Responsive Action

Misconduct constituting harassment, discrimination, or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling, and/or corrective action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, or termination of employment, as the Company believes appropriate under the circumstances.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment.

Individuals who have questions or concerns about this policy should contact Human Resources.

3.3 Americans with Disability Act (ADA) and Reasonable Accommodations

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and employees with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the Company's policy to comply with all federal and state laws concerning the employment of individuals with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the Company's policy not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, termination, compensation, training or other terms, conditions, and privileges of employment.

Employees who believe they have a mental or physical disability and require reasonable accommodations to perform the essential functions of their job should contact Human Resources with any questions or requests for accommodations. The Company will then engage in an interactive dialog with the individual employee to verify the existence of a disability covered under applicable law, identify possible accommodations, and determine which accommodations the Company can and will reasonably provide under the specific circumstances.

All employees are required to comply with the company's safety standards. Employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until a decision has been made regarding the employee's immediate employment situation.

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

This policy complies with the Pregnant Workers Fairness Act.

3.4 Religious Accommodations

The Company respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the business.

An employee whose religious beliefs or practices conflict with their job, work schedule, or with the Company's policy or practice on dress and personal appearance, or with other aspects of employment should contact Human Resources regarding their need for an accommodation. The Company will then engage in discussions with the employee to understand the need for such accommodation and determine whether an accommodation is available.

3.5 Lactation Support in the Workplace

The Company will provide breaks and a private comfortable space for employees who desire space and facilities (such as refrigeration) for lactation. If space is not readily available, please reach out to Human Resources. The Company will take all reasonable steps to accommodate an employee needing to express breast milk during the workday.

Employees storing milk in a Company refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering.

Chapter 4: Basic Employee Policies

4.1 General Rules and Regulations

The Company expects employees to act professionally; perform their jobs as assigned; and abide by all handbooks, policies, guidance, or other communicated rules and regulations. When inappropriate behavior, performance issues, or other violations occur; the Company will address each incident with a progressive corrective action process, as detailed in this policy. Progressive corrective action generally follows the steps as listed below:

1. Coaching and Training
2. Documented verbal warning
3. Written warning
4. Suspension and final written notice
5. Termination

However, depending on the seriousness of the offense, one or more of the progressive steps may be bypassed when the violation is so severe or egregious as to compel termination of employment even for the first offense.

The corrective action period will remain active for one year unless otherwise noted.

The Company reserves the right to skip any corrective action step as necessary to protect the safety, integrity, and culture of the company, up to and including termination. Guidance for the progressive corrective action process is based on the category of offense.

Category 1 offenses will result in an automatic termination. Examples of Category 1 offenses may include, but are not limited to the following:

- Carrying or concealing weapons on Company property (keeping a weapon in a personal vehicle in a company parking lot is not subject to this rule where such action is allowed by law)
- Physical abuse, threats, harassment, or bullying of an employee, contractor or vendor, guest, or visitor
- Theft, embezzlement, or fraud
- Intentional falsification of records, documents, or statements
- Willfully negligent/intentional disregard for federal, state, or local laws and guidelines
- Unauthorized use or possession of alcohol on Company property or while on company business during working hours
- Any use of illegal substance or possession of illegal substance on Company property
- Physical fighting or physical horseplay
- Vandalism or defacing Company property or employee property
- Removing Company records or other confidential information from the facility without proper authorization, including photos
- Disabling or defeating high-level alarms, electrical breakers, lockouts, or other safety devices without written approval by an authorized agent of the Company

Category 2 offenses will result in written warning or a suspension with a final warning. Suspensions may be with or without pay depending on the offense. The length of suspension may vary from one day to a week, depending on the seriousness of the infraction. The corrective action period for Category 2 offenses will remain

active for the duration of employment should a final warning be issued. Examples of category two offenses may include, but are not limited to the following:

- Grossly negligent failure to follow other company procedures
- Refusal to complete assigned work in a manner that meets company safety procedures
- Smoking on company property in violation of facility policy and designated smoking area
- Intentionally sleeping on company property during working hours
- Leaving company property during work hours without permission from a manager
- Failure to report a spill or unsafe condition (such as malfunctioning equipment) to a manager
- Failure to report an accident or injury to a manager

Category 3 offenses are intended for incidents that do not involve safety violations, egregious or gross misconduct, or harm to another individual. The result of a Category 3 offense is to move through the progressive corrective action steps beginning with coaching, feedback, and training. Examples of Category three offenses may include, but are not limited to the following:

- Unintentional sleeping on the job
- Unintentional failure to follow general company procedures
- Failure to report errors
- Consistently late for work
- Unexcused absent from work
- Failing to work productively with work colleagues
- Consistently producing flawed work
- Struggling to follow instructions

4.2 Outside/Competing Employment

While outside employment is not generally prohibited, such employment must not present a conflict of interest with an individual's employment at the Company, impede or otherwise affect an employee's ability to properly perform their job duties, or interfere with their availability to work overtime or additional hours as needed. Any outside employment which is performed on Company premises or entails using Company-owned programs, materials, tools, or equipment is prohibited.

Outside employment will not be considered a valid reason for absenteeism, tardiness, or poor job performance. Before accepting outside employment, employees should inform their manager of their intention so that the manager can ensure that such employment does not present an unacceptable conflict of any kind with the Company or with the employee's continued employment with the Company.

4.3 Employment of Relatives and Fraternalization

It is the Company's intent to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism and similar problems that may result from family or romantic relationships within the workplace. While it is not the Company's intent to infringe upon the normal development of friendships or romantic relationships

within the workplace or discourage the hiring of relatives or other close relations, the Company does require clear boundaries between each employee's personal and business interactions as defined in this policy.

For purposes of this policy, a relative is defined as any person who is related by blood, marriage, adoption or other legal guardianship, or whose relationship with the employee is similar to that of a person related by blood or marriage. A relative may be hired only if they will not be working directly for, or supervising, a relative. A relative may not have direct or indirect control over the compensation and/or career path/job responsibilities of a relative. If two employees become relatives after each has already been employed, an attempt will be made to reassign one of the parties, or otherwise mitigate the impact of the change, to ensure compliance with this policy. If necessary, one of the employees may be required to leave the Company. Exceptions to this policy must be approved by the head of the operating unit in conjunction with Human Resources, and will be documented within an employee's personnel file.

The Company recognizes that the workplace is often a common ground through which people meet and develop close relationships. Personal and/or romantic relationships between two non-managerial employees that do not create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security or morale, are not prohibited. However, should such a relationship lead to any of these consequences, the situation will be immediately subject to review by management and could result in corrective action, up to and including termination of employment for one or both individuals.

Personal and/or romantic relationships between an employee in a managerial position and any other Company employee (peer, subordinate, or otherwise) must be immediately disclosed to management and Human Resources. The disclosure will enable the Company to determine whether any conflict of interest exists because of the relative positions of the individuals involved. If a conflict of interest is identified, the Company will work to mitigate the concern. If necessary, one of the employees may be required to leave the Company.

Employees are encouraged to raise questions regarding this policy to Human Resources. An employee who feels they have been disadvantaged as a result of this policy or who believes this policy is not being adhered to should contact Human Resources.

4.4 Personal Conduct

The Company respects the privacy interests of its employees and recognizes their right to conduct their personal lives free from interference from the Company. Nonetheless, employees should keep in mind that, even while off duty, they represent the Company to the public and should strive to preserve the Company's reputation. In addition, certain types of off-duty conduct may reflect poorly upon an employee's character and judgment and thereby influence their standing as a US Aggregates employee. Therefore, employees who engage in unprofessional or criminal conduct or other serious misconduct while off duty may be subject to corrective action by the Company, including termination of employment, if such conduct is determined by management to be harmful (or potentially harmful) to the Company's corporate image, inconsistent with expectations of employees, or otherwise adversely affects the Company's legitimate business interests.

This policy will not be applied to prevent employees from discussing their terms and conditions of employment or from otherwise exercising their rights under the National Labor Relations Act (NLRA) or other laws, as applicable.

4.5 Personal Appearance and Hygiene

The presentation of the Company image to its customers, business partners, and the public is extremely important. It is expected that employees dress in a manner that is consistent with professional good taste and appropriate for the department and the job they perform.

It is recognized that certain job requirements, or individual choice, may favor more traditional business dress while other jobs may allow for or require uniforms, work clothes, or personal protective equipment (“PPE”) to meet standardization or safety requirements. In some cases, employees may need to maintain a clean-shaven appearance to ensure proper use of hazardous condition or emergency respirator equipment.

Employees must maintain personal cleanliness by bathing regularly and practicing good oral hygiene. Deodorant or antiperspirant should be used, and strong scents should be avoided. Clothing must be clean and neat, hair should be tidy, and nails should be clean. Regular hand washing is required, especially after using the restroom, before eating, and after handling potentially contaminated items. Health issues affecting workplace hygiene should be reported to a supervisor.

The company will consider cultural, religious, and medical needs related to personal hygiene and appearance.

In the absence of specific guidelines, employees are expected to use good judgment in presenting a businesslike appearance to the Company’s customers, visitors, and colleagues, and in dressing more formally on business occasions when appropriate. Guidelines can never be written to cover all circumstances and address all business needs. Outside of directives, the best guideline as to what is appropriate is to use common sense.

Non-compliance with this policy may result in disciplinary action.

4.6 No Solicitation/Distribution and Bulletin Boards

The Company limits solicitation and distribution on its premises because, when left unrestricted, such activities can interfere with the normal operations of the organization, can be detrimental to employee efficiency, and can pose a threat to security.

Employees are not permitted to solicit for any activity (unless directly related to an activity sponsored by the Company) while either the employee(s) doing the soliciting or the employee(s) being solicited is/are on working time. "Working time" does not include scheduled breaks or meal periods. Employees are not permitted to distribute literature (i.e., printed matter of any kind) during working time, nor are they permitted to distribute literature in work areas at any time.

Although active solicitation is always prohibited, employees may place information regarding certain fundraising activities such as school, youth, or scout programs in employee break areas. The Company reserves the right, at its discretion, to remove any materials at any time.

Persons not employed by the Company may not solicit or distribute literature of any kind for any purpose on Company premises at any time.

Off-duty employees may not access internal Company facilities or other work areas at any time.

Bulletin boards are maintained and authorized by the Company and are to be used only for posting or distributing Company notices, business announcements, required legal notices and, in some locations, job postings. Employees may not post any material, nor remove any material from the bulletin boards. Unauthorized material will be removed.

All employees are expected to periodically view the bulletin boards for new and/or updated information, and to comply with any posted rules or instructions.

Chapter 5: Attendance and Time Away from Work Policies

5.1 Attendance Policy – *See Appendix A*

5.2 Emergency Closure

Safety is our highest priority. As such, in cases of inclement weather and/or emergency situations, the Company may announce a full closure at any of its facilities where employees will be advised to not come to the work site. Employees should consult with their manager for arrangements to work from home, where applicable.

Emergency situations can arise from local officials declaring a weather/travel emergency, or a Company leader declaring a local office emergency (e.g. weather, office conditions like no power, no heat, plant outage or closure). In the absence of a Company or local official-initiated emergency event, employees are encouraged to make their own determination of whether it's safe to travel to their work site. In this case, employees should notify their manager as soon as possible once conditions have been determined to be unsafe for travel.

If a decision to close a facility is made, notification and communications will be made as soon as possible to all affected employees.

5.3 Paid Time Off – *See Appendix B*

5.4 Holidays

1. Company – Observed Holiday Schedule

The Company observes the following days each year as a paid holidays for eligible employees.

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

In addition, eligible employees receive one (1) floating holiday per calendar year.

Union employees should refer to their collective bargaining agreement for observed holidays.

2. Holiday Observed

If a holiday falls on a Saturday, it is generally observed on the preceding Friday. If a holiday falls on a Sunday, it is generally observed on the following Monday.

3. Eligibility

All employees are eligible for Company - Observed Holidays. The employee must work or use vacation benefits on the last scheduled workday preceding the holiday, or on the first scheduled workday after the holiday to be eligible to receive holiday pay.

Regarding the floating holiday, regular, full-time employees are eligible. Part-time, seasonal, and intern employees are not eligible for the floating holiday.

4. Holiday Pay

Eligible full-time employees will receive eight (8) hours of base pay for each holiday observed.

Eligible part-time, seasonal, or intern employees who are normally scheduled to work on a day that is observed as a company holiday will receive their normally scheduled hours of base pay (i.e., if the employee normally works a 4-hour shift on a Monday and it is appointed as a company paid holiday, they will receive 4 hours of holiday pay).

Any hourly, non-exempt employee required to work on a holiday will receive double-time payment for the hours worked.

Holiday pay is treated as time worked for purposes of calculating overtime.

5. Floating Holiday

Eligible full-time employees will receive eight (8) hours of floating holiday pay.

The floating holiday hours may be scheduled for one business day (cannot be split into two half days). The floating holiday must be scheduled and approved by management in advance according to the local business guidelines. An unused floating holiday does not roll to the next calendar year and it not payable upon separation.

Floating holiday pay is treated as time worked for purposes of calculating overtime.

5.5 Family and Medical Leave Act (FMLA)

To balance the demands of the business and the family needs of employees, the Company provides leaves of absence to eligible employees for certain family and medical reasons. This policy is intended to comply with a federal law known as the Family and Medical Leave Act of 1993 (FMLA).

Eligibility: An employee is eligible to request FMLA leave if have worked for the Company, as of the date the requested leave is to begin: i.) for at least 12 months, and, ii.) for at least 1,250 hours during the previous 12

months prior to the date the leave begins, and work at or report to a worksite which has 50 or more employees or is within 75 miles of Company worksites that taken together have a total of 50 or more employees.

The 12 months that an employee must have been employed by the Company to be eligible for FMLA leave need not be consecutive. Except in certain limited circumstances relating to military leave, any period of employment with the Company prior to a break in service of seven years or more will not be counted in computing the 12 months' service requirement.

An employee may request FMLA leave for the following reasons:

- a. Parenting Leave. An employee may take this type of leave to care for a new child. This includes new children by birth, by adoption, or foster care placement.
- b. Family Medical Leave. They may take this type of leave to care for the serious health condition of their spouse, child, or parent.
- c. Employee Medical Leave. They may take this type of leave for their own serious health condition if the condition renders the employee unable to perform their job functions.
- d. Military Family Leave. They may take this type of leave for the employee's own "Qualifying Exigency" arising out of the fact that their spouse, son, daughter, or parent is on covered active duty in the Armed Forces. More information on State Military Family Leave (SMFL) can be found in the Military and Military Family Leave policy.
- e. Military Caregiver Leave. The employee may take this type of leave to care for a spouse, son, daughter, parent or next of kin who is a covered service member who is recovering from a serious illness or injury incurred or aggravated in the line of duty on active duty in the Armed Forces. A covered service member includes:
 - a. A member of the armed forces (including National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list for a Serious Injury or Illness suffered in the line of duty; or
 - b. A veteran who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness suffered in the line of duty and who was a member of the armed forces (including National Guard or Reserves) at any time during the five (5) years preceding the date of treatment, recuperation, or therapy.

Qualifying Exigencies include:

- a. *Short-notice deployment.* The eligible employee can take leave to address any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty seven or fewer calendar days prior to the date of deployment.
- b. *Military events and related activities.* The eligible employee can take leave to attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty of the covered military member and to attend family support or assistance programs and information briefings.

- c. *Childcare and school activities.* Leave can be taken to arrange for alternative childcare when the active duty or call to active duty necessitates a change in the existing childcare arrangement for a child of the military member; to provide childcare on an urgent, immediate need basis (as opposed to a regular or everyday basis); to enroll or transfer a child to a new school or day care facility; and to attend school and daycare meetings.
- d. *Financial and legal arrangements.* Leave can be taken to make or update financial or legal arrangements to address the covered military member's absence while on active duty. Such leave includes preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, and preparing or updating wills or living trusts. In addition, this leave covers time off to act as the military member's representative to obtain, arrange, or appeal military service benefits.
- e. *Counseling.* The eligible employee can take leave to attend counseling sessions for the military member or his child if the need for counseling arises from the member's active duty or call to active duty status.
- f. *Rest and recuperation.* Up to fifteen (15) days of leave can be taken to spend time with a covered military member who is on short-term temporary rest and recuperation leave during deployment.
- g. *Post-deployment activities.* The eligible employee can take time off to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies sponsored by the military for up to 90 days following the termination of the covered military member's active status. In addition, leave can be taken to address issues arising from the death of the military member.
- h. *Additional activities.* If the employer and employee agree, the eligible employee also can take leave for any other events that arise out of the military member's active duty or call to active duty.

Serious Health Condition: A serious health condition is defined as one that requires either in-patient care or continuing treatment by a health care provider. Included are most conditions requiring surgery, other conditions that require extensive therapy or treatment, and pregnancy, childbirth, and recovery from childbirth.

The FMLA and its interpretive regulations define terms and establish rules for each of these types of leave. For example, an employee may only take Parenting Leave during the 12-month period that begins on the date of birth, adoption, or placement. In addition, for purposes of Family Medical Leave, a parent means the employee's biological parent or an individual who stood in the place of their parent when they were a child. The term parent does not include parents-in-law. Son or daughter, means the employee's biological, adopted, or foster child, their stepchild or legal ward, or a child for whom the employee stands in the place of the child's parent, who is either under age 18 or is over age 18 and incapable of self-care because of a mental or physical disability.

Duration of Leave: If eligible, an employee is entitled to a total of 12 workweeks of leave, based on their normal hours per week, during a 12-month period. A 12-month period, for purposes of FMLA leave, is a rolling 12-month period measured backward from the date the employee uses FMLA leave other than Military Caregiver Leave. For Military Caregiver Leave, eligible employees are entitled to up to 26 workweeks of leave in a single 12-month period. For purposes of Military Caregiver Leave only, the "single 12-month period" is the 12-month period measured forward from the first date of Military Caregiver Leave.

Any leave taken by an eligible employee for one or more of these reasons will be counted against that employee's FMLA leave entitlement. An employee may not combine forms of leave to exceed the maximum entitlement under the law. In other words, an employee is only eligible for a total of 12 or 26 weeks of FMLA leave a year, as applicable, depending on the reason for the leave.

Spouses who both work for the Company will be limited to a combined total of 12 weeks of FMLA leave per Leave Year for the birth, adoption, or foster placement of a child, or to care for a parent with a Serious Health Condition. Spouses who both work for the Company will likewise be limited to a combined total of 26 weeks of FMLA leave during the single 12-month period to care for a covered servicemember.

Substitution of Paid Leave: Generally, FMLA leave is unpaid. If, however, an employee has accrued paid time off of other types from the Company, and if the leave request is approved, an employee will receive these benefits at the same time as they are receiving FMLA leave benefits.

Intermittent or Reduced Schedule Leave: Under certain circumstances, an employee may take intermittent or reduced schedule leave in increments of no less than one hour. Intermittent leave generally means leave taken on an occasional basis for such reasons as medical treatments. Reduced schedule leave means a temporary, but regular, change in the employee's usual number of work hours per day or hours per week. If an employee take Parenting Leave, they are not entitled to take leave intermittently or on a reduced schedule. For Family Medical, Employee Medical, or Military Caregiver Leave, an employee may take intermittent or reduced schedule leave if it is medical necessary.

Employees must provide certification to the Company that a medical need for leave exists, and that the medical need can be best accommodated through an intermittent or reduced schedule leave. In this case, the employee must attempt to schedule their leave so as not to disrupt the Company's operations. In addition, if an employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the Company may require that the employee transfer temporarily to an available alternative position, with equivalent pay and benefits, for which they are qualified and which better accommodates intermittent or reduced schedule leaves.

Request and Notification Requirements: An employee must notify the Company of their desire to take FMLA leave at least thirty (30) days before the date FMLA leave is to begin, by requesting and completing a Request for Leave Form (except in cases of medical emergency or unexpected changed circumstances, in which case, the employee must give notice as soon as practicable after they are aware that they need to take FMLA leave.) Request for Leave Forms can be obtained from the Human Resources Department. At the time an employee obtains a Request for Leave Form, the employee will be provided with a Leave Notice explaining certain rights and responsibilities they will have regarding FMLA leave.

If an employee requests a Family Medical, Employee Medical, or Military Caregiver Leave, the employee must submit a medical certification from their, or their family member's, health care provider within 15 days after the employee has been furnished the Leave Notice and Request for Leave Form. In the case of a request for intermittent or reduced schedule leave, the certification must also notify the Company of the reason why the intermittent or reduced schedule leave is necessary and of the schedule for treatment, if applicable. Employees requesting Military Family Leave must also submit certification of the qualifying exigency within 15 days after the Company's written request.

If an employee fails to give 30 days' notice for a foreseeable leave with no reasonable excuse for the delay, the Company may deny FMLA leave until at least 30 days after the date the employee provided notice of the need for FMLA leave. After the employee submits a medical certification, the Company may require them to obtain a second opinion from a provider of the Company's choice and at its expense. In some cases the Company may

require a third opinion from a provider selected jointly by the employee and the Company. During FMLA leave, the employee will be required to report periodically on their status and intent to return to work. When on a Family or Employee Medical Leave, the employee may also be required to submit medical recertifications periodically during the leave period subject to the same rules as the initial medical certification. Medical recertifications may also be required under certain specific circumstances, for example, (1) when the employee requests an extension for a leave, (2) when circumstances under an initial certification have significantly changed, (3) when there is information which casts doubt on the current medical certification, or (4) if the employee is unable to return to work after FMLA leave.

Upon the conclusion of an Employee Medical Leave, the employee must present certification to the Company from their health care provider that they are able to return to work. Unless and until the employee provides this fitness-for-duty certification, they will not be able to return to work.

Continuation of Benefits: As a general rule, FMLA leave is unpaid leave. The Company, however, will maintain the employee's coverage under the Company Health Care Plan on the same conditions during FMLA leave as if they had been employed continuously during the FMLA leave period. If there is a required premium, the employee may continue to pay their share of the premiums during the FMLA leave period to maintain coverage, or the employee may choose not to continue coverage. Alternatively, the employee may choose to pay their required premiums for the period of the FMLA leave once they return to work, over a period not to exceed 3 months.

If an employee does not continue health coverage during FMLA leave, the Company will restore regular coverage if they return to work. Coverage under other insurance plans that require an employee to be actively at work will be suspended during an employee's FMLA leave.

Right to Job Restoration: Upon return from FMLA leave, employees will generally be restored to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Certain salaried, key employees (as defined by the FMLA) of the Company may be denied restoration if their reinstatement would cause substantial and grievous economic injury to the Company. If, during FMLA leave, a layoff or other event occurs that would have changed, or even eliminated, an employee's job had they not taken leave, the employee will have no greater rights than if they had been continuously employed during the FMLA leave. The Company will determine whether an employee will be restored to the same position or to an equivalent position.

If an employee chooses not to return to work after their FMLA leave expires, the Company may recover its share of health insurance premiums paid on the employee's behalf during the period of FMLA leave. The Company will seek to recover those premiums unless the employees fail to return because of:

- a. The continuation, recurrence, or onset of a serious health condition that would otherwise entitle the employee to FMLA leave; or
- b. Other circumstances beyond the employee's control.

Fraudulent use of FMLA Leave: Fraudulent use of FMLA leave will be grounds for employment termination.

5.6 Medical Leave of Absence

If an employee expects to be absent from work for more than three (3) consecutive scheduled workdays as a result of illness, injury, or other disability (including pregnancy) and is not covered by FMLA, the employee must submit a written request for medical leave to Human Resources at least thirty (30) days before the anticipated commencement of the leave. In the case of an emergency or when thirty (30) days' notice cannot otherwise be provided, the employee or a member of the employee's immediate family must notify the employee's manager as soon as possible. The written leave request normally should follow this notification by no more than three (3) days.

In all situations, the employee's request for medical leave must be supported by a physician's certification of the medical need for leave. This certification must be furnished within fifteen (15) days of the employee's leave request. If circumstances require an extension of the leave for any reason, the employee must provide the Company with a physician's statement attesting to the employee's continued medical condition and inability to work. As well, an employee returning from medical leave must submit a doctor's statement indicating that the employee has been released to return to work.

The maximum duration of a medical leave of absence is twelve (12) weeks. Any employee who has exhausted their leave allotment under FMLA is not permitted to extend their leave of absence through the use of this benefit.

If an employee is unable to return to work after twelve (12) weeks, their employment will be terminated, unless otherwise required by applicable law. Further, unless otherwise required by applicable law, the Company cannot guarantee reinstatement of the employee upon completion of an approved leave of absence. Nonetheless, the Company will make every effort to return the employee to a comparable job, subject to budgetary restrictions, the Company's need to fill vacancies, and the Company's ability to find qualified temporary replacements.

As a general matter, medical leaves of absence under this policy are unpaid. However, an employee on medical leave may be eligible for paid sick days, personal days, short-term disability benefits, and/or long-term disability benefits under the Company's policies and may elect to apply those paid time off days toward their medical leave of absence.

5.7 Medical Leave with Dual Employment

To assure integrity and promote a more rapid recovery and return to work, no employee who is on an approved medical leave of absence from the Company, whether FMLA-covered or not, shall be permitted to provide services or labor to another employer or through self-employment while on such leave without the express written permission of the Company. This prohibition also extends to intermittent and reduced work schedule leaves. A violation of this policy will subject the employee to termination. Please contact Human Resources with any questions or concerns regarding the application of this policy to any specific leave situation, or if made aware of any leave abuse by a coworker.

5.8 Personal Leave of Absence

Employees may request a personal unpaid leave of absence to attend to other personal matters or for family medical caregiving matters not covered by FMLA. A personal leave of absence is one that is generally expected to last more than one pay period.

1. Eligibility

Regular full-time and part-time employees are eligible to request a personal leave.

2. Request Procedure

An employee requesting a personal leave must provide a written request including the reason for the leave and expected duration. Generally, the leave may not exceed sixty (60) days. Management, in conjunction with Human Resources, will determine whether to grant leave based on factors such as urgency, need, employee performance and business needs.

3. Use of Accrued Paid Time Off

Generally, personal leave is unpaid. However, if an employee has accrued paid time off from the Company and the requested leave is approved, that paid time off must be exhausted before any unpaid time is taken.

4. Return from Leave

While the Company will make every effort to place the employee upon their return, there is no guarantee that the employee's position or a comparable position will be available.

5.9 Parental and Family Leave

Employees may request Parental and Family Leave to care for a newborn, adopted or fostered children, or to care for a family member with a serious illness.

1. Eligibility

Regular, full-time hourly and salaried employees are eligible to request a Parental and Family Leave beginning with the first of the month after hire date. (Union employees should refer to their collective bargaining agreement.)

2. Leave Description

Parental and Family Leave under this policy is paid leave associated with the birth of an employee's own child, the placement of a child with the employee in connection with adoption or foster care, or to care for a family member with a serious illness. The benefits under this policy are as follows:

Birth Parent Leave

Up to a total of 12 weeks of Company-paid time off for the birth parent. This includes 8 weeks for short-term disability leave for recovery and 4 weeks bonding leave as defined below.

- Employees are paid 100% of base pay.
- The Birth Parent Leave (including short-term disability leave) must be used immediately following birth. A doctor's release is required prior to returning to work.
- The bonding leave must be used within 12 months after birth.

Bonding Leave

Up to 4 weeks of company-paid time off for non-birth, adoptive, or foster parent.

- Employees are paid 100% of base pay.
- Must be used within the first 12 months after birth, adoption, or foster care placement.
- Any intermittent bonding leave must be taken in minimum of 2-week increments and must be fully used within 12 months of the birth, adoption, or foster care placement.
- Additional unpaid (or paid with available PTO) bonding leave under FMLA may be taken.
- Bonding leave for foster parents:
 - Is the shorter of 4 weeks or the time the foster child resides with the foster parent
 - Has a lifetime maximum of 12 weeks of paid time off

Family Leave

Up to 4 weeks of company-paid time off to care for a family member with a serious illness.

- Employees are paid 100% of base pay.
- Serious illness of a family member is limited to those conditions of a family member that would qualify as a serious illness under FMLA's Family Member's Serious Health Condition.
- Family members are defined as those listed under FMLA's Family Member's Serious Health Condition (parent, spouse, child) unless state law provides otherwise. If an employee believes they have a qualifying circumstance, they should contact their HR Business Partner.
- Intermittent family leave must be taken in no less than 1-hour increments.

3. Requirement for Leave

The employee must provide to their manager in writing a thirty (30) days' notice of the requested leave (or as much notice as practicable if the leave is not foreseeable) using the Parental and Family Leave Request Form. The form, as well as Frequently Asked Questions, are available on the Total Rewards & Benefits Portal (<https://myheritagegroup.com/>). Complete the form in its entirety, including required documentation and approval from the HR Business Partner (in consultation with the employee's manager), and submit the form to Employee Hub (EmployeeHub@thgrp.com).

- Documentation is required when requesting any leave listed above.
- If employment terminates prior to using the full leave benefit, the unused portion is forfeited.
- Birth Parent, Bonding, or Family Leave is available once in a rolling 52-week period.
- A birth parent who has taken 12 weeks of paid leave is not eligible for additional Bonding or Family Leave in the same 52-week rolling period.
- A total of 4 weeks in any rolling 52-week period can be taken for either Bonding or Family Leave or some combination of the two leave types.
- For any portion of these leaves that qualifies for unpaid time off under the Family and Medical Leave Act, such FMLA leave runs concurrently with any leave described in this policy.
- *State-Funded Disability Benefits & Paid Family Medical Leave*: Some states provide extended paid leave benefits for related reasons. This benefit is administered and paid by the state. Employees in states with such benefits should follow the state's guidance for qualification and claim administration. This benefit will be paid concurrently with the Company paid leave. At no time can the employee earn more than 100% of their normal wages. If applicable, see the [State's government website](#) for details.
- Use of the benefits described in this policy other than for its intended purpose, if substantiated, will result in the revocation of benefits and corrective action, up to and including termination.

4. Definitions

The following definitions apply to terms used in this policy.

- *Birth Parent*: The individual giving birth to a child, regardless of whether the child stays with the Birth Parent or is offered for adoption.
- *Non-Birth Parent*: The biological or adoptive parent other than the Birth Parent who is living in the same household as the child or otherwise has day-to-day responsibilities for caring for and financially supporting their child during the time of the leave.
- *Family Medical Leave Act (FMLA)*: FMLA provides certain employees with up to 12 weeks of unpaid, job protected leave per year for reasons related to the birth and care of a child; placement of a child for adoption or foster care; to care for a family member with a serious health condition; or for one's own serious health condition. FMLA runs concurrently with any leave described in this policy.

5.10 Bereavement Leave

The Company provides paid time off to an employee who must attend and/or manage the arrangements associated with the death of a family member.

1. Eligibility

All employees are eligible for bereavement leave. Union employees should refer to their collective bargaining agreement.

2. Relationships Covered

- a. Immediate Family members include Spouse, Domestic Partner, Child (natural, adopted, stepchild, and including miscarriage or stillbirth), Parent, Step-parent, Sibling, Step-sibling.
- b. Extended Family members include Grandparent, Great-Grandparent, Grandchild, Grandparent-In-law, Parent-in-law, Daughter-in-law, Son-in-law, Brother-in-law, Sister-in-law.

3. Paid Time Off

Bereavement Leave for Immediate Family members is up to five (5) days and for Extended Family members is up to three (3) days. Bereavement pay for each day is equal to base pay for the number of hours normally scheduled to work in a day and does not include other compensation such as incentives, shift premiums, bonuses, or overtime. For part-time employees working variable amounts of hours in a normal day, Bereavement Leave is four (4) hours of base pay per day.

An employee desiring time off in excess of the Bereavement Leave benefit may request manager approval to use available paid time off or unpaid time off if paid time off is insufficient to cover the requested time.

If an employee is eligible for bereavement leave under state law and Bereavement Leave under this policy, the leaves will run concurrently. Employees on a leave of absence are not eligible for Bereavement Leave and cannot extend a leave of absence by adding bereavement days to the end of the leave of absence.

4. Process

Employees should notify their manager as soon as possible for time off needs on scheduled workdays. The Company reserves the right to request proof of death and/or evidence of the employee's attendance at the funeral service.

5.11 California and Illinois Reproductive Loss Leave

Regular, full-time hourly and salaried employees who are residents of California and Illinois may request Reproductive Loss Leave for a failed adoption, failed surrogacy, miscarriage, stillbirth, diagnosis negatively impacting pregnancy or fertility, or an unsuccessful assisted reproduction. Union employees should refer to their collective bargaining agreement.

Leave Description

Employees may request up to 5 days (CA) or 10 days (IL) of unpaid leave following a reproductive loss event, which means the day, or for a multiple day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If an eligible employee experiences more than one reproductive loss event in a 12 month-period, the Reproductive Loss Leave is limited to 20 days (CA) or 30 days (IL) within a 12-month period.

Leave under this policy need not be taken in consecutive days, but the leave must be completed within three (3) months of the reproductive loss event.

Employees should inform their supervisor and Human Resources. For miscarriages and stillbirth reproductive loss events, the employee may be covered by the Company's Bereavement Leave policy. Leave under both policies will run concurrently. Employees may use other accrued and unused paid time off to be compensated for this leave.

As with all time away from work, the Company is committed to maintaining the confidentiality of any employee who requests this leave, except as permitted and/or as required by applicable laws.

The Company will not retaliate against an employee for the employee's exercise of the right to Reproductive Loss Leave.

To the extent Family and Medical Leave applies to reasons for the leave taken under this policy, it will run concurrent with this Reproductive Loss Leave.

Please direct questions to the Employee Hub at 800-303-0408 or Employee Hub@thgrp.com.

5.12 Military and State Military Family Leave

The Company grants leaves of absence to all employees who are called to, or volunteer for service in one of the uniformed services defined by the Uniformed Services Employment and Reemployment Rights Act (USERRA). The Company also recognizes and complies with any variations provided through separately enacted state law.

1. Type of Uniformed Services

USERRA's definition of "service in the uniformed services" covers all categories of military training and service, including duty performed on a voluntary or involuntary basis, in time of peace and war. Although most often understood as applying to the Guard and Reserve military personnel, USERRA also applies to serving in the active components of the Armed Forces and the National Disaster Medical System.

2. Pay While on Leave

Although not required by law, the Company will provide an employee on leave with a pay allowance equal to the difference between the employee's base pay and their military pay for up to one year, including time spent in reservist training.

3. Return to Work

The employee is entitled to reemployment so long as they meet the requirements defined by USERRA. In most cases, employees are expected to be returned to their previous or comparable positions.

4. State Military Family Leave (SMFL)

a. Eligible employees are entitled to an unpaid leave of absence to spend time with certain family members who are engaged in or called to active military service.

b. *Eligibility:* An eligible employee for SMFL is an employee who resides in Indiana, Illinois, Ohio, and California and has been employed by the Company for at least 12 months, who has worked at least 1,250 hours during the 12-month period immediately preceding the leave, and who is the spouse, child, parent, grandparent, sibling, or court appointed guardian or custodian of a person who is ordered to active duty. Any available Family and Medical Leave Act (FMLA) leave will run concurrently with this SMFL.

The term "active duty" means full-time service on active-duty orders in the armed forces of the United States or the National Guard for a period that exceeds thirty (30) consecutive calendar days.

c. *Amount of SMFL:* An eligible employee may take SMFL of up to ten (10) cumulative working days (maximum 80 hours)* per calendar year during one or more of the following periods:

- Within the 30-day period before a spouse, son, daughter, grandson, granddaughter or sibling ("military family member") begins active-duty
- During a period when the military family member is on leave
- During the 30-day period after a military family member's active-duty orders are terminated

d. *Compensation for SMFL:* SMFL is unpaid. However, an eligible employee must use any accrued paid leave (except for paid medical or sick leave) in lieu of taking unpaid leave under the SMFL. SMFL and any applicable FMLA leave will run concurrently with such paid leave.

e. *Job and Benefits Security:* An eligible employee who takes leave under the SMFL and who returns to work before their SMFL leave entitlement has expired will be restored to the position the employee held when the leave commenced or to an otherwise equivalent position with respect to seniority, pay, benefits, and other terms and conditions of employment.

f. *Employee Notice and Leave Request Requirements:* An eligible employee must give the Company at least 14 days' written notice of their intent to take leave under the SMFL unless the military family member's active-duty orders are issued less than 14 days prior to the requested leave. An eligible employee must also provide a copy of the active-duty orders, if available, along with the leave request.

The Company reserves the right to require verification of the employee's eligibility for SMFL leave. If an employee fails to provide such verification, then their absence will be considered unexcused.

g. *Continuation of Group Health Plan Coverage:* The Company will maintain group health plan coverage for an employee who takes SMFL under the same terms and conditions as active employment.

h. *Non-Discrimination/Non-Retaliation Policy Statement:* The Company will not interfere with, restrain, or deny an employee's exercise of right under the SMFL.

**Employees residing in Illinois are allowed up to 30 working days of unpaid SMFL.*

5.13 Jury Duty and Court Appearances

The Company will provide an employee time off from work to fulfill a requirement for jury duty and for certain witness duty.

1. Eligibility

All employees are eligible for time off under this policy. Union employees should contact Human Resources or reference their collective bargaining agreement.

2. Paid Time Off

If approved for time off under this policy, the Company will pay up to a maximum of five (5) days. Paid time off is based on the employee's regularly scheduled work shift, full-time or part-time (e.g., if the normal part-time work shift is 4 hours, the jury duty benefit will be 4 hours).

Jury Duty and Court Appearance pay is calculated based on the base pay rate at the time of absence, and does not include any special compensation, such as incentives, bonuses, or overtime. It is the practice of the Company that any stipend received by the employee for performing their duty can be retained by the employee and will not offset their Company pay.

If the employee is dismissed from jury duty, they should report to work the following day.

Employees appearing as a plaintiff, defendant, or other non-subpoenaed court appearances must use any available time off for these instances.

3. Procedure

Upon receipt of a notice to report for jury duty or a witness subpoena, an employee must notify their supervisor as soon as possible so that any necessary arrangements to manage work in the employee's absence may be discussed. Documentation is required to be considered for approval. Direct questions about this policy to Human Resources.

5.14 Layoff and Recall

Under some circumstances, the Company may need to restructure its operations or reduce its workforce. If this becomes necessary, the Company will attempt to provide advance notice to employees so as to minimize the impact on those affected. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, the Company will consider, among other factors:

- operational requirements;
- the skill, productivity, past performance, and attendance of those involved; and
- length of service, whenever feasible.

When workload increases to the extent that additional employees are needed, the Company will attempt to recall (*i.e.*, rehire) individuals according to these same selection criteria. The Company reserves the right to hire new

employees during a layoff period when required skills for the work at hand are not available without training among the laid-off employees.

Unless classified as Seasonal, all Company benefits will terminate at the time of layoff. Insurance coverage, though not provided, will remain available under the provisions of COBRA. Information concerning employee rights under COBRA is available from the Human Resources Department.

5.15 Inactive status

Any employee who, for whatever reasons, is unable or refuses to perform any active service for the Company for 16 consecutive weeks or who misses more than 16 non-consecutive weeks of active service during any 12-month period shall be removed from the payroll and terminated, unless the employee requests and is granted a further defined period of extended leave as a reasonable accommodation under the Americans with Disabilities Act (ADA) or additional leave is required to care for an injured servicemember under the federal Family and Medical Leave Act (FMLA).

Chapter 6: Compensation Policies

6.1 Hours of Work

The Company's normal work week begins at 12:01am Sunday morning and ends Saturday at Midnight. Some locations may vary based on local requirements.

Lunch Periods:

Breaks (if any), and lunch periods for field operating personnel vary by location. Check with your supervisor for schedules and time allowed.

Lunch periods are also scheduled by your supervisor, are not compensated, and generally last (30) minutes to one (1) hour. Your supervisor will advise you of your scheduled lunch period. During your meal period, you should be free from job responsibilities. Non-exempt employees may not work during their lunch period without prior supervisory approval. If you are a non-exempt employee, and unusual circumstances cause you to remain on the job during the lunch period, you will receive compensation for that time.

Non-exempt, hourly employees are required to clock-out at the beginning of their Lunch period and clock back in at the conclusion of the period.

Note: Do not clock back in until you are ready to return to work. Once you clock-in, work is to commence immediately. Failure to do so is considered falsification of timekeeping records.

If you forget to clock in or out, you must notify your manager immediately so the time may be accurately recorded for payroll.

Exceptions to the Normal Schedule

- Business necessity – A situation may occur where business requirements dictate temporary exceptions to the normal work schedule. For example, it may be necessary to schedule an employee or group of employees to work outside the normal schedule to complete deadline-driven projects or other business demands.
- Employee request – Employees may occasionally have a personal situation that requires an exception to the normal schedule. In these situations, a manager may authorize the employee to adjust their schedule to make-up the time during the same work week. If make-up time is not feasible or otherwise allowed the employee may use other available paid time off for that period of time or receive no payment for that period.

Travel Pay for Hourly Employees:

- Home-to-Work travel is considered commuting time and is not compensable. If the employee must stop on the way to work to pick up supplies, documents, etc. for company business then the company would pay the employee from the time the items were picked up.
- Travel time spent by employees as part of their principal activity, such as travel among job sites during the workday, is considered "work time" and is compensable. Time spent traveling from home to the job site and time spent from the last stop to home is unpaid commuting time.

- Generally, time spent traveling to and returning from a work assignment in a city other than the employee's normal work location is paid time.
- Time spent traveling to and from Annual Refresher Training will be compensated.

Telecommuting for Hourly Employees: All work performed at home by hourly employees will be compensated. Employees must accurately track and report their work hours using the designated time-tracking system.

“Telecommuting” means working at home or other off-site locations that are linked through computers, telephones, and other equipment to one or more of the Company's location.

Training Sessions for Hourly Employees: Hourly employees will be paid for training sessions, lectures, and other learning opportunities except for sessions meeting all the following criteria:

- It is considered voluntary and attendance is not required,
- It is not job-related, and
- No work is performed during the session.

6.2 Timekeeping Requirements

The Fair Labor Standards Act (FLSA) requires accurate records of hours worked. All non-exempt employees must accurately record time worked on a timecard for payroll purposes. Employees are required to record their own time at the beginning and end of each work period, including before and after the lunch break. Employees also must record their time whenever they leave the building for any reason other than Company business. Filling out another employee's timecard, allowing another employee to fill out an employee's own timecard, or altering any timecard will be grounds for corrective action, up to and including termination.

Any errors on an employee's timecard should be reported immediately to their manager, who will attempt to promptly correct legitimate errors.

Salaried (exempt) employees may not be required to track working hours, unless otherwise requested. However, salaried employees are required to accurately track their time off. Abuse of this requirement or inaccurate reporting will be a violation of this policy.

Any errors on an employee's timecard should be reported immediately to their manager, who will attempt to promptly correct legitimate errors.

Salaried employees work as few or as many hours as are necessary to get the job done. For this reason, and subject to the exceptions below, the Company's policy does not reduce an exempt employee's predetermined compensation for any partial-day absence (other than intermittent Family & Medical Leave Act ("FMLA") leave); any partial-week absence occasioned by the Company or its operating requirements, including holidays and partial-week shutdowns; or because of variations in the quality of work performed.

For all employees (exempt and non-exempt), reductions in pay may occur in the following circumstances:

1. Full-day absences for personal reasons, other than sickness or disability in accordance with the Company's policies;

2. Full-day absences due to the employee's own sickness or injury (including work-related injuries and FMLA-related absences). Such deductions will be made in accordance with the Company's paid time off plans and state worker's compensation laws and regulations;
3. A penalty imposed for infraction of a safety rule of major significance;
4. Full-day absences for unpaid suspensions due to corrective action measures; and
5. When no work is performed in a workweek.

The Company may require an employee to utilize paid time off benefits for partial-day absences occasioned by personal reasons or the employee's own illness or injury.

Exempt employees who believe their salary has been improperly reduced should report the concern immediately to Human Resources. The Company is committed to complying and expects all managers to comply with this policy and not make improper deductions from employees' salaries. The Company will reimburse an employee for any improper deduction.

Pay Frequency: Hourly (non-exempt) and Salaried (exempt) employees are paid on a biweekly basis. If the normal payday falls on a holiday, pay will be distributed on the workday prior to the regular payday. Pay advances are not available. Union employees should refer to their collective bargaining agreement to confirm pay frequency.

Direct Deposit: Unless local law requires otherwise, as a condition of hire, all new employees are required to receive their pay through direct deposit to their bank accounts. If an employee does not maintain a bank account, pay may be deposited directly to a debit card, known as a "pay card." Employees are allowed to have up to three direct deposit accounts.

Tax Withholding: Employees are responsible for maintaining accurate federal, state, and local tax status information. Any tax deduction errors resulting from an employee's failure to provide accurate tax information will be the employee's responsibility to correct with the affected tax entities. If an error in pay occurs due to no fault of the employee, the error will be remedied promptly. The Company reserves the right to deduct any payroll overpayments from future payroll payments to the extent permitted by applicable law.

Time Reporting: Time for hourly employees is tracked based on actual time clock punches.

Employees must maintain an accurate record of all time worked through the approved timekeeping method. Managers must make any changes or corrections in the electronic time keeping system. An employee may not punch in or out for any other employee. Any employee or manager who violates this policy in any respect will be subject to corrective action, up to and including termination of employment.

6.3 Timekeeping Abuse

We have adopted a "zero-tolerance" policy of permitting or requiring any hourly employees to work off the clock. It is against this policy for any manager to expressly or implicitly permit non-exempt employees to perform any services for the Company without being paid for them. This policy requires non-exempt employees to perform no work before clocking in, after clocking out, or during any unpaid break times, including meal periods.

Off Duty Texting and Emailing for Business Purposes

Non-exempt employees are prohibited from reviewing or responding to work-related electronic communications outside of work hours without prior authorization from management. This prohibition includes, but is not limited to, checking, reviewing, sending, or responding to e-mails, text messages, or other electronic communications. To facilitate compliance with this rule, managers should refrain from sending work-related communications to non-exempt employees outside of regular work hours that can wait until the next day. In the event that management does require assistance from a non-exempt employee outside of regular work hours, management will either give the employee advance notice and authorization or call the employee. Any time spent by non-exempt employees during and outside of their regular work hours must be recorded on their time record.

No manager is permitted to bypass or interfere with this requirement. Employees are required to promptly notify Human Resources if any manager ever requires or permits an hourly employee to work off the clock. Non-exempt employees are expressly assured within this policy that they will not be discriminated or retaliated against for making a good-faith complaint under this policy.

Any employee or manager who violates this policy in any respect will be subject to corrective action, up to and including termination.

6.4 Overtime

All non-exempt (hourly) employees are eligible for overtime pay. Union employees should refer to their collective bargaining agreement.

Overtime: All hours worked in excess of 40 hours per week will be paid at time and a half. Employees covered by a collective bargaining agreement should refer to that agreement for how overtime pay is calculated. Company paid holidays are considered time worked, but paid absences for short-term disability, personal days, vacation, jury duty, parental and family leave, and bereavement leave are not considered time worked for purposes of overtime compensation. Required employee attendance at lectures, meetings, and training programs will be considered hours worked for purposes of overtime compensation. The Company may change its overtime practices as required by law.

Double time: Double time is paid for time worked on the seventh consecutive day.

Scheduling: Overtime or extra shifts may be scheduled when deemed necessary. Overtime will be assigned by managers at their discretion. Factors which may be considered by managers when determining which employees are assigned overtime may include employee qualifications for a particular job, whether employees have expressed interest in working overtime, previous amount of overtime worked by particular employees, and the potential for worker fatigue.

Employees are not permitted to work overtime without advance manager approval.

6.5 Pay Transparency Non-Discrimination

This policy statement fully complies with Executive Order 13665, "Non-Retaliation for Disclosure of Compensation Information. Contractor here refers to the Company.

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

6.6 Compensation Reviews

Compensation reviews will be conducted on an annual basis by the employee's manager, typically at the end of year.

The amount and frequency of any compensation increase an employee may receive will be based upon job performance and attendance, the profitability of the Company, the amount of an employee's present salary or wage in relation to the minimum and maximum of the compensation range assigned to their job, and the length of time since an employee's last increase.

6.7 Business Expenses and Travel

The Company will reimburse employees for reasonable business travel, lodging, and related expenses incurred during assignments away from the normal work location. All business travel must be pre-approved by the employee's manager, and expenses should be kept reasonable. With prior approval, employees may be accompanied by a family member or companion if it does not interfere with business objectives. Employees can combine personal travel with business travel if time away from work is approved. Additional expenses from non-business travel are the employee's responsibility and will not be reimbursed. Employees must submit travel expense reports within 30 days of completing travel, including receipts for expenses of \$50 or more. For guidance on travel arrangements, advances, or expense reports, employees should contact their manager. Abuse of this policy, including falsifying expense reports, will result in corrective action, up to and including termination.

Chapter 7: Employee Lifecycle

7.1 Background Checks

The Company conducts background checks for all positions. The purpose of these background checks is to confirm and supplement personal information about qualifications, experience, and character, and assist the Company in determining suitability for employment or continuing employment, driving privileges, and work assignments. These checks may be performed at any time during the employment relationship, as well as prior to employment.

It is Company policy to check references, criminal history, job histories, and educational qualifications. The Company will also confirm certification and licensing requirements on a periodic basis. In addition, the Company reserves the right to conduct ongoing criminal background checks. Employment or continued employment is contingent upon acceptable results of these routine background investigations. However, a criminal history will not automatically preclude an individual from consideration for employment, continuing employment, or a new position unless necessitated by business justifications or the law.

A valid driver's license and acceptable driving record is required for all employees who will drive on Company business. Motor vehicle records will be obtained on employees prior to employment and no less frequently than every 12 months thereafter. Employees who drive as part of their job duties must promptly report loss or suspension of their driver's license privileges to their manager. Absence of a valid driver's license or an unacceptable driving record may result in denial or termination of employment in appropriate circumstances.

Employees are also required to promptly report any arrests or convictions to the Human Resources representative as they occur during the employment relationship. Each such event will be evaluated by the Company on an individual basis relative to any monitoring or change of employment status. However, not promptly reporting such occurrences will result in corrective action, up to and including termination. Applicants and employees will be required to complete the necessary documentation to authorize background checks. Refusal to execute this documentation may result in denial or termination of employment. Further, any false or misleading information provided to the Company, or any material omissions made by an employee in connection with obtaining or retaining employment will be grounds for immediate termination, regardless of when such a discovery is made.

7.2 Job Posting and Internal Applicants

The purpose of this policy is to ensure that employees have the opportunity to apply for open positions for which they are qualified. The Company believes in promoting from within when possible and is committed to employing the best candidates for approved positions and engaging in effective recruitment and selection practices in compliance with all applicable employment laws. We provide equal employment opportunity to all applicants and employees.

This policy applies to all positions for The Heritage Group Family of Companies other than executive, senior management positions, and positions lasting 3 days or less, and complies with the Vietnam Era Veterans' Readjustment Act (VEVRAA). The Company will provide certain required information to the electronic job boards on which Company positions are posted, including our desire for priority referrals of protected veterans.

Procedure

1. Job Postings

Once an open position is approved for recruitment, it will be posted on internal and various electronic job boards. Appropriate external recruitment sources will vary depending on the vacancy. Any open position will be posted for at least 3 days.

2. Eligibility

Employees must meet the following criteria to be eligible to be considered as an applicant for an open position.

- a. *Company Tenure:* Employees should have at least one (1) year of service in their current role. This requirement helps ensure the employee has had enough time to understand their current role and business before moving to a new role. This requirement may be waived for roles within the same business or based upon extenuating circumstances, subject to HR and leadership approval.
- b. *Performance:* Employees must not have documented corrective action concerns within the last six (6) months or been on an active Performance Improvement Plan within the last twelve (12) months.

3. Application Process

Employees must apply for open positions and complete the screening process with other candidates (internal and external as applicable).

4. Internal Communication

Employees should expect to send and receive internal communication regarding their interests and application.

- a. *Intent to Apply:* It is highly preferred that the employee inform their current manager about their intent to apply for a new role. If the employee is uncomfortable speaking to their current manager, they should inform their HR Business Partner.
- b. *Application Details:* Details about the role applied for, including the hiring manager and office location for the new position, may be shared with the HR Business Partners supporting the employee's current role and the role applied for. In the initial recruiter screen, the recruiter will:
 - i. Confirm if the employee notified their current manager of their application. If the employee has not notified their manager, the recruiter will communicate with HR Business Partners if the employee is a competitive candidate. The HR Business Partner will support the employee in communicating with their manager, as applicable, as they progress in the selection process.
 - ii. Confirm if the employee's compensation expectations are within the salary range for the role, consistent to recruiter practice with external applicants.
- c. *Recommendations:* The current manager may be asked to provide a recommendation or feedback about the employee, including information on the employee's performance, qualifications, and demonstrated skills in their current role. In cases where the employee has intentionally not notified their manager, HR Business Partners may support or propose an alternative recommendation solution.

5. Application Outcomes:

- a. If an internal applicant is not invited to move forward at any stage in the process or is not ultimately extended an offer, the recruiter and hiring manager will share constructive feedback with the employee and provide guidance on developmental next steps, if applicable.
- b. The offer process for internal applications will follow the same process and approvals as the offer process for external applications. This includes consideration of relocation assistance or other benefits extended to new hires.
- c. If an internal applicant is extended and accepts an offer, there will be a waiting period of at least thirty (30) days or as mutually agreed on between the employee and the business(es).

Management and HR approval is required for transitions requiring more than ninety (90) days. This requirement ensures a smooth transition and continuity of operations.

7.3 Employment-At-Will

Employees are employed at the will of the Company and are subject to termination at any time, for any or no reason, with or without cause or notice. Similarly, an employee may terminate their employment with the Company at any time and for any or no reason.

This policy supersedes any statements contained in any other employee communication materials, employment applications, company recruiting materials, company memoranda, or other materials provided to applicants and employees in connection with their employment. None of these documents, whether singly or combined, are to create an express or implied agreement concerning any terms or conditions of employment. Similarly, Company policies and practices with respect to any matter are not to be considered as creating any contractual obligation on the Company's part or as stating in any way that termination will occur only for "just cause." Statements of specific grounds for termination set forth in any employee materials or other Company documents are examples only, not all-inclusive lists, and are not intended to restrict the Company's right to terminate at-will.

7.4 Probationary Period

New employees will go through a probationary period in order to learn about the Company and about their job. This probationary period gives each manager a reasonable period of time to evaluate a new employee's performance, and it allows the employee to determine if the job aligns with their skills and career goals.

The probationary period is ninety (90) days unless otherwise specified in the offer letter.

- During this time, managers will provide new employees with training and guidance. An employee may be terminated at any time during the probationary period if a manager concludes that the employee is not progressing or performing satisfactorily. Under appropriate circumstances, the probationary period may be extended.
- Additionally, as is true at all times during an employee's employment with the Company, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.
- If, at the end of the initial employment period, a manager has determined that an employee's job performance is "satisfactory", the employee will continue their employment as an at-will employee.

7.5 Job Duties and Responsibilities

During the probationary period, managers will explain the job responsibilities and performance standards expected of each employee. Employees will also generally receive a job description for their position setting forth the essential functions of the position. However, please be aware that a position's job responsibilities may change at any time, and an employee may be asked from time to time to work on special projects or to assist with other work necessary or important to the operation of their department or the Company. Each employee's cooperation and assistance in performing such additional work is expected. The Company reserves the right, at any time, with

or without notice, to alter or change job responsibilities, reassign, or transfer job positions, or assign additional job responsibilities.

7.6 Performance Reviews

All employees will receive annual performance reviews. Performance reviews will be conducted by each manager who will discuss it with their employees. The frequency of performance evaluations may vary, depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

An employee's performance evaluation will include factors such as the quality and quantity of work, attendance record, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluation should help an employee become aware of their progress, areas of needed improvement, and objectives or goals for future work performance. Positive performance evaluations do not guarantee increases in compensation or promotions. After the review, employees will be asked to sign the evaluation report simply to acknowledge that it has been presented to them and discussed between the employee and their manager and that the employee is aware of its contents. Employees are encouraged to note areas of disagreement in their review and discuss them with their manager.

7.7 Termination of Employment

We hope employees will be with us for a long time, but if an employee chooses to terminate their employment, it is anticipated that they will give their manager as much notice as possible – preferably a minimum of two weeks. When giving their two weeks' notice, paid time off days cannot be used in lieu of notice. If an employee does not give two weeks' notice of their intent to leave the Company, they may not be eligible for re-employment at a later date.

If an employee's decision to terminate is based on a situation that could be corrected, they are encouraged to discuss it with their manager or the Human Resources representative before making a final decision.

At the time of termination, Human Resources will meet with the employee to conduct an exit interview. At that time, the details of termination will be discussed, arrangements for the employee's final paycheck will be made, and information regarding their insurance coverage and other post-termination benefits will be explained to the employee.

Employees must return all Company property -- including identification cards, keys, manuals, and all confidential information -- to their manager or a Human Resources representative on or before their last day of work.

7.8 Personnel Records

The Company maintains a personnel file on each employee. This file includes information such as the employee's job application, resume, offer of employment, records of training, documentation of performance appraisals and salary increases, and other employment records. It is the responsibility of each employee to promptly notify Human Resources of any changes in personal data. Personal mailing addresses, telephone numbers, number and

names of dependents, marital status, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports must be accurate and current at all times.

Personnel files are the property of the Company and access to the information they contain is restricted. Generally, only managers and management personnel who have a legitimate reason to review information in a file are allowed to do so. However, with reasonable advance notice, the Company may permit current employees to review their own personnel files in the presence of the Company's Human Resource Representative or a designate.

At no time will the employee be permitted to copy, alter, or destroy any documentation contained in their personnel file. However, employees may ask that a note be placed in their file regarding any problems or concerns they may have with the contents of their personnel files at the time of the review.

7.9 Reference Requests

All requests for an employment reference must be directed to the Employee Hub. No manager or other employee is permitted to provide a reference for current or former employees without prior authorization from Human Resources. The Company's general policy regarding references for employees who have left the Company is to disclose only the dates of employment and the title of the last position held. No further information will be disclosed to third parties without an executed release holding the Company and the third party harmless for such disclosure and its use. The Company reserves the right, in its discretion, not to respond to a request for additional information.

Chapter 8: Employee Benefits

8.1 Health and Welfare Benefits

Employee health and welfare benefits may vary from year to year, but generally include medical, dental, and vision insurance; disability benefits; accident and critical illness insurance; and retirement benefits. Employee should refer to the Total Rewards Portal (www.myheritagegroup.com) for detailed information about benefits offered, eligibility, covered dependents, and annual open enrollment dates or qualifying events. Employees can find summary plan descriptions and annual disclosures through the Portal.

Questions about benefits or an employee's eligibility should be sent to the Employee Hub at 1-800-303-0408 or employeehub@thgrp.com. Union employees should refer to their collective bargaining agreement or contact Human Resources.

8.2 COBRA

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their families the opportunity to continue health insurance coverage under the Company's health plan when a qualifying event would normally result in the loss of eligibility. Some common qualifying events are voluntary and involuntary termination of employment other than for gross misconduct, reduction in an employee's work hours, transition between jobs, death, divorce, or a dependent child no longer meeting eligibility requirements.

The Company will provide employees with written notice describing their rights under COBRA when they become eligible for health insurance continuation coverage. The notice will provide important information about the employee's entitlements and obligations. Should employees become aware of a qualifying event or have questions regarding COBRA coverage, please contact Employee Hub.

8.3 Education Assistance

The Company encourages employees to further their development through external educational opportunities. To assist in that development, the Company offers educational assistance as defined in this program.

1. Eligibility

Regular Full-Time employees who are actively at work are eligible to participate in the program. Coursework must be approved prior to the start date of the course. An employee should also discuss with their manager in a timely manner any interest in pursuing educational assistance so that budget considerations may be made.

2. Qualifying Expenses

The employee will be reimbursed 100% for tuition, books (including software) and registration fees up to a maximum of \$5,250 per calendar year. In accordance with existing tax law, reimbursements made under this program are considered tax-exempt. Coursework must meet the following requirements to be considered for reimbursement:

- a. Coursework must be post high school level education;

- b. Coursework must be taken through an accredited educational institution. For purposes of this policy, such institutions include colleges, universities, trade schools, vocational schools, and professional associations and societies. If an educational institution is not readily recognized as accredited, the employee may be required to provide information regarding the institution. The Company reserves the right, at its sole discretion, to make the final determination of whether an institution meets the policy's accreditation requirement;
- c. Coursework must (i) add to the employees effectiveness on their current job assignment, (ii) contribute to their overall development such that it will benefit both the employee and the Company, or (iii) be part of a degree program that meets either (i) or (ii);
- d. Funds must not be duplicated through a federal or state program, through the G.I. Bill of Rights, or through a scholarship, grant, fellowship, or any other type of funding arrangement that does not require repayment; Licensing and certification testing—if the employee is successful in obtaining the license or certificate—may also be considered reimbursable under this policy;
- e. Coursework must be completed with a minimum grade of "C" for graded coursework and a "Pass" for Pass/Fail courses; and
- f. Coursework must be approved by the employee's manager.

3. Non-Reimbursable Expenses

Expenses for which reimbursement will not be made include meals, transportation, charges for deferred payment of tuition, computers and other equipment, student fees, parking fees, transcripts, and fees associated with credit given for work experience.

4. Reimbursement Process

The requirements and process to receive reimbursement are as follows:

- a. Employee discusses the request with their manager.
- b. Employee completes Educational Assistance Application Form and submits it to the manager for approval.
- c. Manager approves the application with their signature and submits to Human Resources for verification that all requirements are met.
- d. Within 60 days of completion of the course, employee submits a Reimbursement request form along with copy of expense receipts and final grade to the manager and Human Resources. Reimbursements will be included in the next regular paycheck that is administratively possible.

5. Requirement to maintain employment

It is expected that employee will maintain employment with a Heritage company for 2 years after being reimbursed. After receiving reimbursement under this policy, if employee voluntarily terminates employment or employment is terminated for cause, employee must return to the Company:

- a. 100% of reimbursements received within the 12 months prior to termination, and
- b. 50% of the amounts received 13-24 months prior to termination.

Chapter 9: Workplace Monitoring, Inspections, and Telecommuting

9.1 Workplace Monitoring

The Company may conduct workplace monitoring to ensure quality control, employee safety, conformity with Company policies, and customer satisfaction.

The Company may conduct audio and/or video surveillance of any and all workplace areas, excluding only bathrooms and private offices with door locks. The Company may also monitor telephone and electronic resource usage without advance notice and on a random or selective basis. Every effort will be made to confine monitoring to the legitimate needs of the business. Continuing to work for the Company after an employee has become aware or should have become aware of this policy constitutes the employee's acknowledgment of and consent to the Company's monitoring policy.

9.2 Inspection of Property

Lockers, vehicles, desks, toolboxes, and file cabinets are Company property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. To ensure compliance with its rules and regulations, the Company reserves the right to inspect all Company property without prior notice to the employee and/or in the employee's absence. As such, employees should have no reasonable expectation of privacy in their use of company property.

Prior authorization must be obtained before any Company property may be removed from the premises.

An employee's personal property, including but not limited to toolboxes, packages, purses, and vehicles, may be inspected upon reasonable suspicion of unauthorized possession of Company property, weapons, or illegal drugs. Remaining with the Company after an employee become aware of (or should have become aware of) this policy constitutes consent to this Inspection of Property Policy.

9.3 Telecommuting

The Company recognizes that telecommuting may be an effective work alternative appropriate for some employees and limited jobs. Telecommuting will not work for the vast majority of jobs at our Company. This policy, therefore, describes an alternative work arrangement that, in limited circumstances, may be mutually beneficial for the Company and certain employees. This policy reflects the Company's commitment to creating, developing, and retaining the most effective and productive workforce it can in today's competitive economic environment.

"Telecommuting" means working at home or other off-site locations that are linked through computers, telephones, and other equipment to one or more of the Company's locations. This includes employees in positions that allow a limited work from home ability. The Company maintains complete discretion over which employees and which positions may be eligible to telecommute, as well as the duration of such an arrangement. This discretion is generally defined by the preference and abilities of the employee, the Company's business needs, and applicable employment

laws. The policy does not apply to situations in which a manager may permit an employee to work at home on a temporary, irregular basis.

Certain positions are more amenable to telecommuting than others. Positions that involve clearly defined and independently achievable objectives and minimal face-to-face contact are naturally more appropriate for telecommuting than positions requiring frequent personal interaction with customers, vendors, and other employees. Each manager, in collaboration with Human Resources, will decide requests to telecommute on a case-by-case basis, subject to continuing performance and independent duration requirements.

An employee working pursuant to a telecommuting arrangement is subject to the same terms and conditions of employment and will be expected to maintain the same level of professionalism, work quality, and work quantity that would be expected under a traditional work arrangement. Working hours will be mutually agreed upon by the manager and the employee and will be dictated by the needs of the business. Non-exempt employees will be expected to maintain meticulous records of all time worked. Telecommuting employees will be required to report to the office for work or meetings on an as-needed basis.

Telecommuting employees must also be able to establish a designated workspace in their homes. This workspace must provide assurance that confidential information pertaining to the Company, its employees, vendors, and customers will remain confidential. The Company retains the right to inspect the work area to ensure that a safe, productive environment is being maintained. The Company will provide employees with all necessary equipment, but the employee is responsible for providing adequate internet connectivity. Employees must also comply with all software license limitations imposed on or held by the Company. Dependent care issues must not interfere with the employees' work productivity or performance. Any tax implications related to the at-home work arrangement are the sole responsibility of the employee.

The Company reserves the right to modify or terminate any and all telecommuting arrangements at any time with or without notice.

Chapter 10: Safety and Health Policies

10.1 US Aggregates Safety Policy

Please refer to the US Aggregates Safety handbook for comprehensive safety guidelines and policies.

10.2 Worker's Compensation

Workers' Compensation is a state-mandated program that provides benefits to any employee who suffers a work-related illness or injury. Benefits can include lost wages, medical expenses, and permanent disfigurement and/or disability payments. For the avoidance of doubt, workers' compensation coverage does not extend to an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Company.

Reporting a Work-Related Illness or Injury

Employees are required to immediately report a work-related illness or injury to their manager or the Regional Safety Manager, if the employee's manager is unavailable. Failure to do so may preclude an employee's eligibility for coverage under a Workers' Compensation program.

Coordination with Company Short-Term Disability Benefits

On occasion, the determination that a disability is work-related may be delayed. If an employee receives short-term disability benefits for the same period of time that is ultimately deemed to be a work-related condition, repayment of some or all of the short-term disability benefits will be required.

10.3 Use of Company Equipment

When using any Company Equipment, employees must exercise reasonable care and follow all operating instructions, safety standards, and guidelines. Equipment here means any hand or power tools, machinery, or heavy equipment such as a forklift or skid steer. Additionally, all employees must notify the Company if any Equipment appears to be damaged, defective, or in need of repair or maintenance. Prompt reporting of these concerns may prevent deterioration of Equipment and possible injury to employees or others. Questions about an employee's responsibilities regarding maintenance and care of Equipment should be directed to the Plant Manager of the site in which the Equipment is located.

Employees must receive proper training and management approval prior to operating any Equipment. The Company has the sole discretion to revoke the use of Company Equipment.

Any other violations of this policy may also result in disciplinary action, up to and including termination of employment.

10.4 Tobacco-Free Workplace

It is the Company's intent to provide a safe, clean, and productive work environment for all employees and visitors. As such, the use of tobacco products is prohibited in or on Company property, including Company vehicles and equipment, except as otherwise designated in this policy.

Tobacco products include cigarettes (including electronic cigarettes), vapes, cigars, pipes, snuff, dip, chewing tobacco and all other tobacco products. For purposes of this policy, electronic cigarettes are not deemed to be a smokeless product.

Tobacco products may be used in outdoor areas designated by site management and at least 8 feet from any entrance to a building. Smokeless products may also be used in an employee's personal workspace as long as that space is not shared with or viewable by others. Tobacco use of any form is not allowed in lunchrooms, conference rooms, restrooms, training rooms, parking lots, or any other area of public congregation.

All tobacco waste must be disposed of properly. Littering the property with the remains of tobacco products including packaging, butts, and tobacco expectorant is prohibited.

An employee may choose to use tobacco products within designated tobacco use areas on their own time before or after beginning a shift, or during any break. However, starting late, early start of a break, or tardy return to a shift after break will not be tolerated. Any tardiness or other departure from shift and break schedules incurred as a result of using tobacco products will be deemed a violation of this policy.

The Company encourages employees to utilize the benefits and resources available through Company-sponsored programs and health care insurance to gain the assistance needed to quit tobacco use. Participation in any tobacco cessation program does not excuse non-compliance with this policy and will not mitigate any corrective action the Company takes in response to any violation of this policy.

All employees are authorized to communicate this policy with courtesy and diplomacy especially with regards to visitors. Location managers are responsible for investigating all complaints of policy violations and for taking appropriate action to ensure compliance. Violators of this policy are subject to corrective action, up to and including termination.

10.5 Light-Duty Assignments

The Company does not have permanent light-duty positions. However, in the event an employee is able to return to work following an injury, disability, or other medical leave of absence before they are otherwise able to perform the essential functions of the employee's regular position, or the employee has limitations due to pregnancy, the Company may offer a temporary light-duty assignment. By definition, such assignments are temporary in nature and are not intended to create a permanent position. Accordingly, employees may only perform such temporary assignments for the lesser of the following periods:

1. the employee's ability to return to their regular position (with or without reasonable accommodation);
2. the time necessary to complete the temporary assignment; or
3. three (3) months.

If an employee is unable to return to their regular position after three (3) months, such employee may request to be placed in any vacant position for which he or she is qualified, with or without reasonable accommodation, consistent with any restrictions imposed by the employee's doctor. If no such position is available, the employee will be returned to or placed on any qualified and available leave of absence or will be separated from the Company. The nature and availability of temporary work assignments will generally fluctuate and will be determined based on the needs and discretion of the Company. Employees will be assigned any available temporary work on a first-come, first-served basis.

10.6 Workplace Violence

The Company is committed to providing a safe workplace for its employees and others on Company premises. This policy defines unacceptable behaviors and reporting procedures. However, nothing in this policy is intended to prevent quick action to stop or reduce the risk of harm to anyone, including requesting immediate assistance from law enforcement or emergency response resources. When confronted with an imminent threat of workplace violence, police authorities should be notified immediately by calling 911.

The term "workplace violence" includes physical acts of violence and any conduct that is offensive or intimidating enough to result in another individual becoming reasonably fearful or apprehensive about their safety or the safety of their family or property. This could include physical intimidation, violence, and threats of violence against employees, customers, vendors, contractors, visitors, third parties, or any other person engaged in business with or on behalf of the Company on or off of Company premises. Workplace violence can also include stalking (including physical, email, text telephone or any other form of communication), possession of a firearm or other weapons in the workplace, threats about, or intentional damage to, the property of employees, customers, contractors, vendors, visitors, third parties, or any other person engaged in business with or on behalf of the Company. Physical intimidation, violence, and threats of violence that occur away from the workplace, but which affect an individual's ability to work or provide services to the Company, may be considered workplace violence under this policy.

The Company prohibits any acts or threats of workplace violence, whether expressed or implied, by or against any employee or person providing services to the Company or located on Company premises. Any conduct that creates an intimidating or threatening working environment will not be tolerated. If a violation of this policy is committed by an employee, the Company will take appropriate corrective action, up to and including termination. The Company will promptly and thoroughly investigate all reports of actual or threatened violence as well as suspicious individuals or activities. The Company may suspend employees, either with or without pay, pending investigation. As a part of its investigation, the Company may consult with law enforcement authorities or other resources, as it deems appropriate, and may require professional assessments to determine whether an individual presents a threat to himself/herself or others in the workplace.

The Company strictly prohibits employees or any person providing services to the Company or located on Company premises from possessing weapons of any kind at the workplace. The prohibition explicitly includes, but not limited to, firearms of any type, including those for which the holder has a legal permit, knives, mace and bows and arrows. The workplace includes any property owned, leased or occupied by Company employees or persons providing services to the Company. This specifically includes Company parking areas except where otherwise allowed by state or local law. **If possessing firearms in a locked vehicle in company parking areas is allowed by**

state law, the firearms must not be loaded, the firearms and ammunition must be kept in the employee's trunk, glove compartment, or otherwise out of sight. Employees are prohibited from removing the firearms or ammunition from their vehicle or having them in plain sight during the workday or at any time on Company premises.

The Company will conduct inspections to the extent the Company considers necessary to reduce the risk of workplace violence and to ensure compliance with Company policies including, but not limited to, the Company's Alcohol and Drug-Free Workplace Policy. Company searches may be conducted without persons being present, without consent, and without notice. Inspections of an employee's personal effects will be conducted in the presence of the employee when possible. Entry onto any Company property or facility, including parking areas, is deemed consent to an inspection that may include, but is not limited to, person, vehicle, packages, parcels, purses, handbags, briefcases, lunch boxes, and any other items carried or worn to and from Company premises.

Submission to Company inspections is a condition of employment. Employees who refuse to cooperate with Company inspections conducted pursuant to this policy shall not be forcibly inspected, but will be subject to corrective action up to and including termination. Other persons failing to cooperate with Company searches will not be permitted to enter Company premises.

Searches of Company premises and property may include, but are not limited to, offices, workspaces, cubicles, desks, lockers, toolboxes, files, computers (including stored documents, calendars, and electronic mail), lockers, vehicles owned or leased by the Company or its employees, cell phones, smart phones, and any other property owned or leased by the Company and provided for employee or non-employee use.

The Company may use any reasonable method available to conduct searches. Reasonable methods include, but are not limited to, metal detectors, x-ray machines, and trained animals. The searches may be conducted by authorized Company and/or non-Company personnel.

It is the responsibility of each and every employee to contribute to a safe working environment. Although workplace violence cannot always be predicted or prevented, employees can do their part to prevent workplace violence by reporting any threats or acts of workplace violence to their manager or other member of management, Human Resources, or the **Company's Ethics Hotline 1-888-THG-1930 or THG.IntegraReport.com**.

If an employee has obtained a protective order against any individual, the employee must notify their manager or other member of management, or Human Resources about the protective order if the employee believes that there is any potential danger to themselves, to other employees, or to persons on Company premises.

The Company will promptly respond to any incident, threat, or report of violence. Employees who engage in workplace violence may be subject to corrective action, up to and including termination. Contractors, suppliers, vendors and other third parties who engage in workplace violence will be removed and barred from Company premises.

10.7 Visitors in the Workplace

To provide for the safety and security of the employees and facilities, only scheduled employees and authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects

against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Accordingly, all visitors, including off-duty employees, must utilize the sign in procedure for the location. Thereafter, they will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. Because of safety and security reasons, family and friends of employees, including off-duty employees, are discouraged from visiting. In cases of emergency, employees will be called to meet any visitor.

If an unauthorized individual is observed on the Company's premises, employees should immediately notify their manager or any other member of management who will escort the individual to the office area or otherwise take appropriate measures.

Employees who violate or encourage or enable violation of this policy will be subject to corrective action, up to and including termination of employment.

10.8 Alcohol and Drug Free Workplace – *See Appendix C*

Chapter 11: Internal Reporting Procedures

11.1 Employee Suggestions

The Company welcomes employee ideas and suggestions, no matter how insignificant they may seem. Sometimes the most unusual or even the simplest suggestions are excellent cost-saving or profit-producing ideas. Anything that will help to do the job better or more productively, improve working conditions, provide better public relations, eliminate unnecessary expenses, or increase Company earnings will receive thorough consideration. Employees should give any suggestions they may have to their manager or to Human Resources. Although not all ideas can be adopted, every effort will be made to adopt and utilize any practical suggestion.

11.2 Ethics Hotline

The Company is concerned with any situation affecting the employment relationship. The Company is committed to correcting any condition or situation that may cause unfairness or misunderstanding.

If an employee has a problem, complaint, or concerns or suspect policy/compliance violations the employee should discuss it with their immediate manager, another member of management or Human Resources.

Employees are expected to promptly report any concerns or suspected policy violations promptly. If an employee wishes to remain anonymous or has unique issues that are not otherwise addressed by the Company's policies, an employee may report it through the Ethics Hotline. Failure to promptly provide notification of suspected violations may result in disciplinary action. Employees can discuss their concerns or suspected violations without fear of any form of retaliation.

When an employee reports a suspected violation or concern through the established procedures:

- (1) Employees will be treated with respect.
- (2) Employees' concerns will be taken seriously. If an employee's concerns are not resolved at the time of their report, they will be informed of the outcome if the employee provides their contact information or retains their PIN number through the IntegraReport online reporting platform (if applicable).
- (3) Employees will not be required to identify themselves. However, specific information regarding the concern allows the Company to more swiftly respond to issues raised.
- (4) Employee communications will be protected to the greatest extent possible.

Ethics Hotline: 1-888-THG-1930

Online: [THG.IntegraReport.com](https://www.thg.com/IntegraReport)

11.3 Cooperation with Investigations

If situations arise that require an investigation, the Company requires an employee's full cooperation in the investigation. Situations such as, but not limited to suspected theft, dishonesty, destruction of property, or alcohol or drug use. All employees are to cooperate in such an investigation (excluding issues arising under the National Labor Relations Act) and are expected, as a condition of employment, to fully do so. This may include submitting to searches of an employee's personal property. This policy is for the protection of all employees.

Acknowledgment of Receipt

This is to certify that I have read this Employee Handbook and am familiar with its contents. I understand that this Handbook is not a binding contract but a set of guidelines for the implementation of Company policies. I understand that the Company may modify any of the provisions of this Handbook at any time, with or without notice, and may deviate from any provision of this Handbook in its sole discretion. I also understand that, notwithstanding any of the provisions of this Handbook, I am employed on an at-will basis, meaning that my employment may be terminated at any time, either by me or by the Company, with or without cause. I acknowledge that I do not in any way rely upon the provisions of this Handbook in accepting or continuing my employment with the Company.

Employee Signature

Employee Name (Printed)

Date

Appendix A: Attendance Policy

Regular attendance and punctuality are important parts of your obligations as a US Aggregates employee. Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for break periods or when required to leave on authorized Company business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. Unsatisfactory attendance may be a basis for disciplinary action, up to and including termination.

We understand that things may unexpectedly come up in employees' lives and as such, reserve the right to classify absences as excused and unexcused.

Excused Absences:

An excused absence from work will not result in the application of an attendance occurrence. Examples of an excused absence are:

- Requesting or scheduling time off in advance (At least 24 hours, contingent upon approval from manager)
- Requesting or scheduling a late arrival or early departure from normal working hours (at least 24 hours in advance, contingent on approval from manager)
- Requesting time off in the middle of a work shift for appt or other obligation (at least 24 hours in advance, contingent on approval from manager)

Each employee is responsible for notifying their immediate manager directly. Contact made to someone other than the direct manager is not acceptable. Contact made from anyone other than the employee is not acceptable unless in an emergency situation.

Any absence in excess of *two (2)* consecutive days, accompanied by a doctor's statement, will only be assessed as one (1) occurrence. If a doctor's statement cannot be provided, upon the employee returning to work, an occurrence will be applied to each day.

Any absence in excess of *five (5)* consecutive days, the employee is expected to contact Human Resources to determine next steps. Additional paperwork may be required.

Occurrence Definition:

A full (1) occurrence is described as any of the following:

- Calling off for a scheduled work shift
- Arriving to work more than 2 hours after your scheduled work shift begins
- Leaving more than 2 hours before you scheduled work shift ends

A half (1/2) occurrence is described as any of the following:

- Arriving late for scheduled work shift (less than 2 hours)
- Leaving early from scheduled work shift (less than 2 hours)
- 2 missed punches in a rolling 90- day period

One (1) no call/no show counts as two (2) occurrences. Two (2) consecutive “no call/no shows” indicates voluntary resignation and results in termination of employment.

Application of Occurrence:

- One (1) full occurrence in a rolling 12-month period result in a Verbal Counseling.
- Two (2) full occurrences in a rolling 12-month period will result in a Written Warning.
- Four (4) full occurrences in a rolling 12-month period will result in a Final Written Warning.
- Five (5) full occurrences in a rolling 12-month period will result in termination of employment.

For employees in the first 90 days for employment:

- One (1) occurrence in the first ninety (90) days of employment will result in Final Written Warning
- Two (2) occurrences in the first ninety (90) days of employment will result in termination of employment

Appendix B: Paid Time Off Policy

1. Paid Time Off (PTO) Benefits: Eligibility and Purpose

Full-time, seasonal and part-time employees 1 are eligible for Paid Time Off (PTO). Union employees should refer to their collective bargaining agreements. The purpose of (PTO) is to provide flexible paid time off from work that can be used for the diverse needs of our employees, such as vacation, illness, personal days, appointments, volunteerism, and any other reason as deemed necessary by the employee. HERITAGE encourages employees to plan and take time off throughout the year to rest, recharge, and spend time away from work.

2. PTO Accrual: THG Corporate, Asphalt, Aggregate and Milestone Companies:

PTO is earned based on hours worked, beginning on the date of hire. PTO hours accrue based on all hours (regular and overtime) worked, scheduled PTO hours, holiday hours, and other company paid time off, unless explicitly stated otherwise. For salaried exempt employees and mileage drivers, 8 hours per day, 5 days per week will be used for PTO calculation. For all employees, PTO will accrue while on any paid leave of absence of up to 6 months, whether paid by the company or a 3rd party, such as our short-term disability carrier.

PTO accrual is based on the employee's years of service with the company as illustrated in the table below. Employees crossing the threshold for the next accrual level will begin earning at the new accrual rate at the beginning of the year in which the years of service will be met.

Employees may accrue until they reach their maximum annual accrual offering. Once the maximum annual accrual offering is reached, PTO hours will no longer accrue until the next calendar year. Up to 40 hours of accrued, unused PTO will carry over to the following calendar year.

PTO resets on January 1 each year (i.e., accrued, unused PTO that is not eligible for carry over is forfeited at the end of each calendar year).

Years of Service	Maximum Annual Accrual Offering	Accrual Rate
0-5	120 hours	1 hr. per 17.3 hrs. worked
6-10	160 hours	1 hr. per 13 hrs. worked
11+	200 hours	1 hr. per 10.4 hrs. worked

3. Timing and Use of PTO: THG Corporate, Asphalt, Aggregate and Milestone Companies

PTO hours are generally used in whole-day increments. However, employees may take partial days of PTO when doing so will not negatively impact business productivity or as otherwise provided by applicable law. Scheduling PTO in facilities with continuous operations may be subject to further restrictions as defined by that location. Salaried employees must take PTO in increments of 8 hours or more, except as otherwise required by applicable law.

All scheduling of PTO is subject to manager approval. If a PTO request would pose a business disruption, or multiple employees request for the same day, managers reserve the right to deny requests to not unduly affect

business productivity or efficiency. In this circumstance, requests will be considered in the order in which they were received. In the event of a conflict between the terms of this policy and applicable law, applicable law will govern and supersede the relevant provisions of this policy.

Managers should encourage employees to take time off throughout the year and conduct periodic reviews of PTO balances for their employees to ensure there are no excessive negative/positive balances to address.

Full-time employees may borrow time before it is accrued up to 80 hours. Part time employees may borrow time before it is accrued up to 40 hours. Any negative PTO balance at the end of any calendar year will roll into the next calendar year, unless as otherwise required by applicable law.

Requests to take PTO should be made according to local business unit request processes. The amount of PTO time charged or paid for a day is a minimum of 8 hours for full time employees, except as otherwise required by applicable law.

If an employee does not work all of his/her scheduled days and/or hours, PTO **will be used** to cover the time missed. Employees may also be subject to a local attendance policy.

4. **PTO Pay**

PTO is based on the regular pay rate; it does not include overtime or any other premium pay and is not counted as hours worked for purposes of computing overtime hours. PTO is paid through the regular pay cycle and is subject to all normal taxation and withholdings.

If a Company-paid holiday occurs during an employee's PTO, the employee will receive holiday pay for that day instead of PTO, except where the employee is scheduled to work on a designated holiday.

5. **PTO Remaining at the End of the Year**

Employees who have PTO time remaining at the end of the year may roll over up to 40 hours of PTO to be used in the next calendar year. Time not eligible to be rolled over will be forfeited if not used.

6. **PTO at the End of Employment**

When employment ends for any reason whatsoever, the available accrued and unused PTO/leave balances will be payable to the employee in a lump sum payment. Upon the end of employment, payout of accrued, unused PTO is capped at the annual accrual offering for years of service, except as otherwise required by applicable law. PTO will not accrue on PTO hours paid out at time of termination. The Company reserves the right to collect any negative balance PTO accrual at the end of employment from any other final pay due to the employee.

7. **Coordination of PTO with FMLA**

The Company provides leaves of absence to eligible employees for certain family and medical reasons. This policy is intended to comply with a federal law known as the Family and Medical Leave Act of 1993 (FMLA). The use of Family and Medical Leave (FML) is coordinated with PTO.

Generally, leave under FMLA is unpaid. If, however, an employee has unused PTO available, and the leave request is approved, an employee must use their PTO balance unless another benefit takes over. If PTO is used during a FMLA qualified leave of absence, FML hours will run concurrent with any paid time off during leave.

Addendum 1 (Arizona, California, Colorado, Connecticut, Massachusetts, Maryland, Michigan, Minnesota, Montana, Nebraska, New Jersey, and Oregon)

This Addendum applies to employees working in Arizona, California, Colorado, Connecticut, Massachusetts, Maryland, Michigan, Minnesota, Montana, Nebraska, New Jersey, and Oregon. In the event of a conflict between the terms of the policy and Addendum 1, Addendum 1 governs and supersedes the relevant provisions of the policy with respect to employees working in these states.

Accrued, unused PTO carries over to the following calendar year. The maximum accrual cap equals two times the amount of PTO that the employee can accrue in a single year. An employee accrues PTO until the employee's accrued PTO reaches the maximum accrual cap. Once an employee's accrued PTO reaches the maximum accrual cap, the employee will not accrue further PTO until the employee uses accrued PTO and the employee's accrued PTO balance falls below the maximum accrual cap. Employees will not receive retroactive credit for any period of time in which their accrued PTO balance was at the maximum accrual cap.

Addendum 2 (District of Columbia, Nevada, New Mexico, New York, Vermont, and Washington)

This Addendum applies to employees working in the District of Columbia, Nevada, New Mexico, New York, Vermont, and Washington. In the event of a conflict between the terms of the policy and Addendum 2, Addendum 2 governs and supersedes the relevant provisions of the policy with respect to employees working in these states.

Accrued, unused PTO carries over to the following calendar year. When employment ends for any reason whatsoever, accrued, unused PTO will be payable to the employee in a lump sum payment, up to the amount of PTO that the employee can accrue in a single year, and any accrued, unused PTO in excess of that amount will be forfeited.

Addendum 3 (Illinois, Maine, and Rhode Island)

This Addendum applies to employees working in Illinois, Maine, and Rhode Island. In the event of a conflict between the terms of the policy and Addendum 3, Addendum 3 governs and supersedes the relevant provisions of the policy with respect to employees working in these states.

Accrued, unused PTO carries over to the following calendar year.

Appendix (Colorado Public Health Emergency Leave and San Francisco Public Health Emergency Leave)

This section applies only to employees working in Colorado and San Francisco. The Company will provide employees with public health emergency leave (PHEL) in accordance with the terms below.

For purposes of this section, a "public health emergency" is:

- An act of bioterrorism, a pandemic influenza or an epidemic caused by a novel and highly fatal infectious agent, for which:
- An emergency is declared by a federal, state or local public health emergency; or
- A disaster emergency is declared by the governor; or

- A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the Governor.

On the day a public health emergency is declared, employees will immediately be able to access a one-time supplement of PHEL in addition to whatever amount of PTO employees have accrued prior to the declaration of the public health emergency. Any accrued, unused PTO will be counted in determining the amount of PHEL available.

Employees who normally work 40 or more hours in a week are allowed to take up to 80 hours of total paid leave. Employees who normally work fewer than 40 hours per week are entitled to take paid leave equaling the greater of: (1) the amount of time the employee is scheduled for work or paid leave in the 14-day period after the leave request; or (2) the amount of time the employee actually worked in the 14-day period prior to the declaration of the public health emergency or the leave request, whichever is later.

From the declaration of a public health emergency until four weeks after the official termination or suspension of the emergency declaration, PHEL can be used for any of the following reasons:

- To self-isolate and care for oneself or a family member who is self-isolating because the employee or family member is diagnosed with, or experiencing symptoms of, a communicable illness that is the cause of a public health emergency;
- To seek or obtain for oneself or care for family member who needs a medical diagnosis, care or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency;
- To seek for oneself or a family member preventive care concerning a communicable illness that is the cause of a public health emergency;
- An employee is unable to work because the employee has a health condition that may increase susceptibility to or risk of communicable illness that is the cause of the public health emergency;
- Either the Company or a public health authority with appropriate jurisdiction determines that an employee's presence on the job or in the community would jeopardize the health of others because of the individual's exposure to a communicable illness that is the cause of a public health emergency or because the individual is exhibiting symptoms of such a communicable illness, regardless of whether the individual has been diagnosed with the illness;
- To care for a family member after either the family member's employer or a public health authority with appropriate authority determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to a communicable illness that is the cause of a public health emergency or because the family member is exhibiting symptoms of such a communicable illness, regardless of whether the family member has been diagnosed with the illness; or

- To care for a child or other family member when their child care provider is unavailable due to a public health emergency or their school or place of care has been closed due to a public health emergency (including when the school or place of care is physically closed but providing instruction remotely).

PHEL will become available on the date a public health emergency is declared and will remain available until four weeks after the official termination or suspension of the public health emergency. Employees are only eligible for these amounts of PHEL one time during the entirety of a public health emergency (even if the public health emergency is extended, amended, restated or prolonged).

Appendix C: Substance Abuse Policy

1) POLICY STATEMENT

The US Aggregates companies recognize the importance of assuring proper administrative and operational decisions and actions in the aggregate industry. We recognize the need to provide a safe working environment for all employees. We also recognize the need to protect even those individuals who might endanger themselves through the abuse of alcohol or controlled substances (drugs). In order to mitigate the risks, which result from, being under the influence of alcohol or drugs, the management of The US Aggregates companies will enforce uniform testing for determination of ability to work and disciplinary action as described in the following policy documentation.

Furthermore, The US Aggregates companies do not allow, condone the consumption, or use of illegal controlled substances (drugs) during working hours or on company property. Any possession, consumption, or sale of controlled substances on company property or worksites of The US Aggregates companies is forbidden and will result in discipline up to and including immediate employment termination.

The consumption of alcohol is likewise prohibited with the exception of social events sanctioned by senior management of The Heritage Group off of mining property. Any other possession, consumption, or sale of alcohol on company property is strictly forbidden and will result in discipline up to and including employment termination.

Management of The US Aggregates companies also reserves the right to search all company property, including, but not limited to, employee desks and lockers, company cars, tool boxes, etc. to prevent violations of this policy or for any other legitimate reasons. Entry onto company property constitutes consent to and recognition of the right of The US Aggregates company management to search the person, vehicle, and other personal property of individuals while on company's property. Such searches may be initiated by The US Aggregates company management without prior announcement and will be conducted at such times and locations as deemed appropriate. Persons who refuse to cooperate with a search will not be allowed to remain on company property and will be subject to disciplinary action up to and including termination.

2) PERSONS SUBJECT TO THE SUBSTANCE ABUSE PROGRAM

The US Aggregates companies' Substance Abuse Program applies to the related aggregates companies and research labs to include:

- a) US Aggregates, Inc.
- b) Heritage Aggregates, LLC

Additionally the program applies to the following persons of the above-mentioned companies:

- c) All applicants receiving an offer of employment as part of The US Aggregates companies' hiring procedures.
- d) All current employees of The US Aggregates companies including plants and offices.

3) CHANGES OR MODIFICATIONS

The US Aggregates companies reserves the right to change the provisions of this policy, including the uniform testing procedure and disciplinary action at any future time.

4) TESTING CIRCUMSTANCES

The US Aggregates companies reserve the right to drug and/or alcohol test all employees of The US Aggregates companies as a group, or individually, at any time.

- a) Pre-Employment – Candidates for employment will be drug and alcohol tested. In the event a positive drug and/or alcohol test has been determined, any offer of employment will be voided.
- b) Return from Layoff/Leave – Employees returning from a layoff or leave of any kind, of at least 30 days will be subject to mandatory drug and alcohol testing.
- c) Testing for Reasonable Suspicion –The US Aggregates companies' management believes facts and circumstances indicate such testing is in the best interest of the Company. In such instances, the employer will require the employee(s) to be transported by management personnel to the medical clinic for testing. Examples of such instances where the employer may require an employee to be tested could include, but are not limited to:
 - i) Instances where an employee is acting in an abnormal manner and the employer has

reasonable suspicion to believe that the employee is under the influence of controlled substances and/or alcohol. The company will require the employee to be taken by management personnel to a medical clinic to provide both urine and breathe samples for laboratory testing and submit to an ability-to-work examination. After the employee has been examined, the medical provider will complete an ability-to-work report and return this report to the company.

- ii) Reasonable suspicion may be initiated based on specific personal observations by the facility manager, two or more supervisors, a supervisor and a credible witness, or other management personnel that have confirmed through first-hand observation their concern about the appearance, behavior, speech or breath odor of the employee.
 - iii) Circumstances indicating the possibility of drug or alcohol use or possession on company premises, include among other things, detection of drugs, drug paraphernalia, alcoholic beverage containers, etc.
 - iv) The employee will be suspended from the job with pay until confirmation of negative drug and alcohol tests. Employees whose test results are considered "positive" will be subject to disciplinary action up to and including termination.
- d) Random Unannounced Alcohol/Drug Testing – The US Aggregates companies will perform random unannounced alcohol and/or drug testing as deemed necessary or required by customer contracts or government regulations.

All employees are expected to proceed directly to the designated clinic or testing area without delay. Failure or refusal to report for a drug test will subject the employee to disciplinary action up to and including employment termination. If management staff or medical staff reports employee is not cooperating or confrontational, this act will be considered failure/refusal.

The US Aggregates companies will discipline or terminate the employment of any unauthorized employee found notifying other employees about on-site random drug test by means of cell phone, computer or other means when drug tester arrives on site. This incident will be considered obstructing on-site random drug tests. Only the supervisor will be notified in advance of on-site random drug tests.

Customers, as part of a contractual agreement, may require Company employees to submit to a random onsite drug test as part of their random drug test program. The company, while working under such contracts, will be required to participate in the customer's drug test program. Refusal to participate will result in disciplinary action up to and including termination.

- e) Post-Accident Testing (Accident Investigation) – Employees who require medical attention as the result of any injury or illness occurring in an accident while on duty, will receive a drug and alcohol tests as soon as medically reasonable and possible during the first visit to the clinic for medical treatment.

Employees involved in incidents that result in property damage and/or an environmental release will be required to report to the clinic for drug and alcohol testing. The employee will be restricted from any safety sensitive or hazardous work activity until confirmation of negative drug and alcohol tests. If drug or alcohol tests are positive, the employee will be subject to disciplinary action up to and including termination.

A near-miss accident or unsafe incident may require involved employees to be drug and alcohol tested. Such tests shall be conducted in accordance with the Reasonable Suspicion procedures as described in B above. In such instances, the employer will require the employee(s) to be transported by management personnel to the medical clinic for testing.

All accidents involving US Aggregates Company or leased vehicles will require involved employees to be drug and alcohol tested.

- f) Pre-Access Testing – In some cases, customer contracts require that the Company perform drug tests on company employees prior to gaining access to the customer’s work site. The company will perform such pre-access drug tests on all employees who will be working at the customer’s site as appropriate.

5) POSITIVE TEST RESULTS

A “Positive result” is the result reported by a U.S. Department of Health and Human Services (HHS)-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations. After evaluation by the Medical Review Officer, (MRO – the medical doctor who reviews testing results) employee test results showing a positive result will subject the employee to disciplinary action up to and including termination.

Failure or refusal to take a drug or alcohol test will be considered a positive result.

The Supervisor, Human Resources and where applicable, Union Representative will be notified of positive test results.

6) NEGATIVE TEST RESULTS

A “Negative result” is the result reported by an HHS-certified laboratory to an MRO when a specimen contains no content or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

In the circumstance that a test result is inconclusive, The US Aggregates companies will require the employee to take a second drug test. If the employee refuses a second test, it will be considered refusal to test and the employee will be subject to disciplinary action up to and including termination.

1) DISCIPLINARY ACTION

- a) Employees testing positive will be subject to disciplinary action up to and including termination. If an employee disputes the result of a drug test, in good faith, the employee may request that a split sample be sent to another certified laboratory for retesting (within 60 days) at the employee's expense. If retesting confirms positive test results, the employee will remain at the current disciplinary status or terminated. If the results of the retesting are negative, the employee will be reinstated and reimbursed costs of retesting and lost wages, as appropriate.
- b) When an employee is requested to submit any drug or alcohol tests and management staff or medical staff reports the employee is not cooperating or confrontational, this act will be considered failure/refusal and said employee will be subject to disciplinary action or employment termination depending on the severity of actions of employee.
- c) Post-accident (accident investigation) drug and alcohol tests, the employee will be restricted from safety sensitive or hazardous work activities until confirmation of negative drug and alcohol tests. If drug or alcohol tests are reported positive, the employee will be subject to disciplinary action up to and including termination.
- d) If the MRO reports it is necessary for retesting a drug test showing adulterated, substituted, diluted or invalid drug test results, The US Aggregates companies will send employee for second drug test. If second drug test results are positive, the employee will be subject to disciplinary action up to and including termination.

2) COLLECTION AND CHAIN OF POSSESSION PROCEDURES

Direct observation of an employee in the process of producing a urine specimen is prohibited unless otherwise permitted under MRO (Medical Review Officer) request, rule or law.

Before the specimens are drawn for random testing, reasonable suspicion and other regularly scheduled physical examinations, the employee shall have been given a copy of the substance abuse program which includes the specimen collection procedures. The required procedure is as follows:

- a) For reasonable suspicion drug tests, urine specimens are collected, the employee has an obligation to immediately identify their specimens and ensure they are sealed, labeled, signed or initialed by the employee without the container or test results leaving the employee's presence. This shall ensure that specimens collected and tested by the laboratory on that day or the next business day by air courier or other fastest available method.
- b) For post-accident (accident investigation) testing or reasonable suspicion, breath analysis shall be tested with as little delay as possible (within 24 hours) and individual test tubes and/or result printouts signed or initialed by the employee.
- c) All urine specimens collected for the purposes of drug testing shall be secured in self-sealing,

tamper resistant, capped containers. Once specimens have been identified, sealed, labeled, signed or initialed by the employee, the container shall be sealed in the employee's presence and the employee given an opportunity to sign or initial the transportation container. The container shall then be sent to the designation testing laboratory on that day or the next normal business day by air courier or other rapid delivery service ensuring that chain of custody procedures are maintained.

- d) At the time of the collection, the employee may request that a split sample from the collection be collected.
- e) If an employee is unable to provide a urine specimen immediately, the employee will be required to remain at the clinic until a satisfactory sample is collected or the attending physician feels other measures should be taken to obtain a valid sample.
- f) In the event that a specimen has been tested and confirmed "positive" at the laboratory, the results are sent to the Medical Review Officer (MRO). The MRO will contact the employee to discuss the results and the MRO will offer the employee the ability to have his/her split specimen re-tested at another HHS- certified laboratory of his/her choice for confirmation testing at his/her expense. Under this provision, the employee must also make all arrangements for testing and obtaining the drug testing kit with the testing laboratory and laboratory of his/her choice.
- g) Collection facilities and procedures shall be approved and follow procedures set forth in the U.S. Department of Transportation Regulations found in 49 CFR Part 40. These regulations outline requirements to assure that samples are not tampered or contaminated. Collection facility logistics may require the employee to disrobe prior to giving the sample and/or having a blueing agent added to all water in a private bathroom.
- h) The parties recognize that the key to chain of custody integrity is the immediate labeling and initialing of the specimen in the presence of the tested employee. If collection procedures are not followed, the employee is obligated to identify the problem immediately at the time of the collection, contact the corporate safety office, and request that a new sample be collected. If each container is received at the laboratory in an undamaged condition with proper sealed, labeled and initialed specimens, as certified by that laboratory, the US Aggregates companies may take disciplinary action based upon properly obtained laboratory results.

3) LABORATORY TESTING METHODOLOGY

Prescription and Non-Prescription Medications - The employee shall note, on a form furnished by the MRO, the use of any prescription or non-prescription medications before any test is given. The Medical Review Officer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. Through the use of the above described laboratory procedures, the laboratory will report significant presence of all prescription and non-prescription medication in the appropriate described manner and if the employee has noted

such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

4) EMPLOYEE INFORMATION AND TRAINING

Employee information and training sessions shall be conducted periodically. This training will provide information on program benefits, testing procedures and requirements, as well as answer any questions or concerns employees may have about the program.

Training for supervisory personnel in recognition of the signs of alcohol and/or substance abuse and reasonable suspicion shall be provided. Potential new employees shall be informed of the program and procedures prior to the pre-employment testing. Any questions must be directed to the coordinator prior to the initial testing of the potential employee.

5) CONVICTIONS FOR DRUG VIOLATIONS

Pursuant to the federal Drug-Free Workplace Act of 1988, employees are required to notify the company of any conviction for criminal drug violations that may affect their ability to work legally. Abiding by these regulations and The US Aggregates companies' Substance Abuse Program is a condition of continued employment. Violation of this program will subject the employee to discipline up to and including termination of employment.

6) HIRING OF TERMINATED SUBSTANCE ABUSERS

Any former employee of any company of The Heritage Group, who was terminated for cause, including termination for a positive substance abuse test, will not be eligible for reemployment with The US Aggregates companies without the approval of the company President.

7) EMPLOYEE VOLUNTARY REQUEST FOR ASSISTANCE

Employees who may have a chemical dependency problem are encouraged to voluntarily come to their facility manager or to the Substance Abuse Coordinator for assistance in enrolling in a chemical dependency rehabilitation program prior to them failing a drug/alcohol screening. Such arrangements and circumstances shall be held in confidence by the facility manager and the Substance Abuse Coordinator.

Employees voluntarily enrolling in such rehabilitation program may be eligible for treatment and benefits under the Heritage Group Health Care Plan.

Employees may use available vacation time and/or personal leave time during the period of voluntary rehabilitation.

ATTACHMENT A

CERTIFICATE OF RECEIPT

This is to certify that I, _____, have received a copy of The US Aggregates companies' Substance Abuse Program and Policy. This information and the company program details:

1. Who will answer my questions about these materials.
2. What employees or positions are subject to these requirements.
3. Employee conduct that is prohibited by our company.
4. The circumstances for which I will be tested for alcohol and/or controlled substances.
5. The testing procedures.
6. The requirement all employees must submit to such testing.
7. An explanation of what constitutes a refusal to submit to testing and the consequences.
8. The consequences for employees found to have positive test results.
9. The methods by which intervention may occur when an alcohol or controlled substance problem is suspected including confrontation, referral to an employee assistance program or referral to management.

Date

Employee Name (printed)

Employee Signature