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EMPLOYMENT HANDBOOK

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WELCOME

Welcome to Allen Concrete, LLC ("Allen Concrete" or "Company"). This handbook will answer some questions you may have concerning Allen Concrete and your employment. Please read it thoroughly and retain it for future reference. The policies stated in this handbook are subject to change at the sole discretion of Allen Concrete. If you have any questions regarding any policies, please ask your worksite supervisor or the Human Resources Department at Allen Concrete.

This handbook is not an expression or implied contract guaranteeing employment for any specific duration. Although we hope that your employment with us will be long term, either you or Allen Concrete may terminate this relationship any time, for any reason, with or without cause or notice. Please understand that no supervisor or representative of Allen Concrete other than the President or Vice President of Allen Concrete has the authority to reach any agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing. Further, any employment agreement reached by the President or Vice President is unenforceable unless it is in writing and signed by both you and the President and/or Vice President.

This Employee Handbook replaces and supersedes all other previous handbooks or manuals distributed by the Company. The Company reserves the right to adopt new policies or to modify, suspend or revoke any or all the policies in this handbook at any time at the Company's sole discretion and with or without prior notice. This handbook, including any period referred to herein, is not a contract, expressed or implied, guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be long term, in the absence of a written contract stating otherwise, either you or the Company may terminate this relationship at any time, for any reason, with or without cause or notice. No supervisor, manager, or representative of the Company other than the Vice President or President has the authority to enter into any agreement with you for employment for any specified period, or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered by the President shall not be enforceable unless it is in writing.

This handbook and the policies herein apply only to covered employees of Allen Concrete.

We wish you the best of luck and success in your position and hope that your employment relationship with the Company will be a rewarding experience.

Our Purpose, Our Vision Statement, Our Mission Statement

Allen Concrete, LLC is to provide responsive service to all customers along with top notch construction, quality work and customer satisfaction.

FOLLOW US AT

www.AllenConcreteInc.com

OR ON:

This Employee Handbook contains information about the employment policies and practices of the Company. We expect each employee to read this Employee Handbook carefully as it is a valuable reference for understanding your job and the Company. During your initial orientation, you will be given the opportunity to sit down and carefully review this handbook.

Not all Company policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this handbook or any other policy or procedure, please ask your supervisor or human resources for more information or assistance.

EMPLOYMENT RELATIONSHIP

We hope your employment will prove mutually satisfactory; however please understand continued employment cannot be guaranteed for any employee. It is the policy of the Company that all employees who do not have a separate, written employment contract for a specific term are employed at the will of the Company for an indefinite period. This means you are free to leave your employment at any time, with or without cause or notice, and the Company retains the same right to terminate your employment at any time, with or without cause or notice.

No representative of the Company, except the President or Vice President, is authorized to modify this policy for any employee or to enter into any agreement, oral or written, contrary to this policy. Supervisory and management personnel shall not make any representations to employees or applicants concerning the terms or conditions of employment with the Company which are not consistent with Company policies.

This policy shall not be modified by any statements contained in this or any other employee handbooks, employment applications, recruiting materials, memorandums, or other materials provided to employees in connection with their employment. None of these documents, whether singly or combined, shall create an expressed or implied contract of employment for a definite period or an expressed or implied contract concerning any terms or conditions of employment.

Completion of a probationary period or conferral of regular status shall not change the at-will nature of the employment relationship or in any way restrict the Company's right to terminate an employee or change his or her terms or conditions of employment.

Nothing contained in this Employee Handbook or in employment applications, memorandums, or other materials provided to employees in connection with their employment shall require the Company to have "just cause" to terminate that employee at any time or for any reason. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the Company's right to terminate at-will.

By virtue of the execution of the acknowledgment statement pertaining to this handbook, each employee agrees, as a condition of hire or continued employment, to the above purpose and limitations on the use of this handbook, and to be bound by any changes in the terms and conditions of the employment relationship at any time, for any reason. The policies in this handbook are subject to change at the sole discretion of the Company. Changes will be effective on dates determined by the Company, and you may rely on policies that have not been superseded.

EQUAL EMPLOYMENT OPPORTUNITY

The officers of the Company have issued the following policy stating the Company's views in this matter:

The Company will provide equal employment opportunity without regard to race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief or activity, or status as a veteran.

The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

It is the policy of the Company to comply with all relevant and applicable provisions of the Americans with Disabilities Act (ADA). The Company will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The Company also will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense.

Equal employment opportunity notices are posted on appropriate employee bulletin boards as required by law. The notice summarizes the rights of employees to equal opportunity in employment and lists the names and addresses of the various government agencies that may be contacted if any person believes he or she has been discriminated against.

Management is primarily responsible for seeing that the Company's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

Any employees, including managers, involved in discriminatory practices will be subject to discharge. This policy applies to all terms of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

COMMENCING EMPLOYMENT

EMPLOYMENT AT WILL

Employment with the Company is at-will. Just as you may leave the Company at any time for any reason, the Company may terminate employment at any time, with or without cause or reason. No representative of the Company is authorized to provide any employee or employees with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or agreement is in writing and signed by President Miguel Allen or Vice President Lizette Velasquez.

APPLICABLE PRE-EMPLOYMENT CHECKS

The Company recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of serious harm to their co-workers or others. For purposes of furthering these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, driving records and educational background as well as other relevant information that is reasonably available to the Company.

Following the requirements imposed by the Federal-Truth-In-Lending Act and the Fair Credit and Reporting Act, the Company may conduct a pre-employment background check on all applicants who are offered and who accept an offer of employment. A separate pre-employment DMV check may be conducted for applicants that are required to drive a company vehicle.

Should you begin employment, your status with us may be conditional upon our review of the information contained in the background report. Be advised that you have certain legal rights to discover, dispute, or explain any information prepared by the credit checking company. It remains your responsibility to notify the Company within 24 hours of an arrest or change in criminal background history. The Company reserves the right to conduct random background screens.

EMPLOYEE INFORMATION AND PERSONNEL FILE

It is the policy of the Company to maintain certain records on each employee that are directly related to employment with the Company. Personnel files are the property of the Company and may not be removed or copied by anyone without the authorization of the President or Vice President or other designated Company official (should state law conflict with the above policy statement, the Company shall respect and comply with applicable local and state laws.) In

addition, information in employee personnel files is confidential and shall be treated accordingly. Maintenance and access to personnel records will be governed by the following guidelines:

(1) Personnel files will contain such information as is needed by the Company in conducting its business or as is required by federal, state, or local law. This normally will include, but not be limited to, application forms, related hiring documents; payroll information; performance appraisals; attendance records; disciplinary records; and Form I-9s (Immigration and Reform Control Act).

(2) Employees have a responsibility to keep personnel records updated and are to notify Human Resources or the designated Company official promptly in writing of any changes in the following:

a) Name

b) Address

c) Telephone number

d) Marital status

e) Number of dependents

f) Addresses and telephone numbers of dependents and spouse

g) Beneficiary designations for the Company's insurance, disability, pension, and profit-sharing plans (if any); an

h) Persons to be notified in case of an emergency.

In addition, employees who have a change in the number of dependents or their marital status must complete a new Form W-4 for income tax withholding purposes within ten days of the change, if such change results in an increase or decrease in the number of dependents.

(3) Personnel files may be reviewed periodically by the Company to ensure that each file contains only information that is relevant to the individual's employment. Each record in the file will be examined for accuracy, timeliness, and completeness. Material that is irrelevant, inaccurate, or obsolete will be deleted from the file upon approval of the President or the designated Company official.

(4) Each employee can inspect his or her personnel records at reasonable times and intervals. A written request to do so should be directed to Human Resources or to the designated Company official and a convenient time for an inspection in the presence of a Company representative will be scheduled.

(5) If, after inspecting his or her personnel records, the employee believes that certain material is irrelevant, inaccurate, or obsolete, he or she may submit a written request to have the material revised or removed from the file. If such a request is denied, the employee shall be permitted to place a written statement of disagreement in the file and may pursue the matter further using the Employee Grievance Reporting and Resolution process. Except as permitted in this paragraph, no employee may remove or alter information contained in his or her personnel file.

(6) In order to guarantee the security of the Company's personnel records, all files are to be kept in the Human Resources Department and must be locked during nonworking hours. Access to personnel files is restricted to authorized employees of the Human Resources Department and to supervisors and managers on a need-to-know basis. Employees are prohibited from inspecting any personnel files except their own without advance authorization from the President or designated Company official.

(7) All requests from sources outside the Company for personnel information concerning current or former employees shall be directed to Human Resources. Responses to requests for information shall be limited to employment dates, position held, and wages or salary paid, unless the employee has provided written authorization for the release of further information. Requests for information from personnel files or for copies of personnel files shall not be honored

unless the Company's legal counsel or the President authorizes such release, or the request is accompanied by a subpoena or search warrant.

(8) The Company will retain personnel records for the periods required by applicable law.

(9) Medical information (including results of alcohol and drug testing) shall be maintained in separate files. An employee's access to his or her medical file shall be governed under paragraph (4) of this policy. Medical information is treated as confidential; the information may be released in the following situations:

(a) Supervisors and managers may be informed regarding necessary and agreed upon restrictions on work duties of the employee and attendance accommodations.

(b) First aid and safety personnel may be informed of a condition requiring emergency treatment; and

(c) Government officials investigating compliance with anti-discrimination statutes may be provided with relevant information upon request.

PROOF OF U.S. CITIZENSHIP AND/OR RIGHT TO WORK

Federal regulations require that 1) before becoming employed, all applicants must complete and sign Federal Form 1-9, Employment Eligibility Verification Form; and 2) all applicants who are hired need to present documents of identity and eligibility to work in the U.S. The federal form 1-9 must be signed in front of a witness and forwarded to Human Resources prior to commencement of employment.

CLASSIFICATIONS OF EMPLOYMENT

For purposes of salary administration and eligibility for overtime compensation and employee benefits, the Company classifies its employees as follows:

(1) Full-time regular employees: Employees hired to work the Company's normal, full-time, 40- hour workweek on a regular basis. Employees 30 to 40 hours are also considered full-time regular employees.

(2) Part-time regular employees: Employees hired to work fewer than 30 hours per week on a regular basis.

(3) Temporary employees: Employees engaged to work full-time or part-time on the Company's payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. A temporary employee may be offered and may accept a new temporary assignment with the Company and thus still retain temporary status. Employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the Company.

Each employee will be informed of his or her initial employment classification as an exempt or non-exempt employee during the orientation session. If an employee changes positions during employment because of a promotion, transfer, or otherwise, the Company will inform the employee of any change in his or her exemption status. Employees should direct any questions regarding their employment classification or exemption status to the President or designated Company official. All "regular" employees are employed on an at-will basis and use of this term does not denote any guarantee of employment for a specified or indefinite duration.

JOB DUTIES

As part of the initial orientation, you will learn the various duties and responsibilities of your job. The Company maintains certain expectations and standards applicable to each Employee's position. These duties and responsibilities will be reviewed with you by your supervisor. It is expected that you will perform additional duties and assume additional responsibilities as needed by your supervisor for the efficient operation of the Company. To adjust to changes in the Company's business, it may become necessary to modify, add to, or remove certain duties and responsibilities, or reassign the employee to an alternate job position.

NON-COMPETE AND DISCLOSURE AND NON-SOLICITATION AGREEMENT

Upon separation, all employees agree to not compete with Allen Concrete, LLC and to not share any proprietary information with a future employer, whether a competitor of Allen Concrete, LLC, for a period of eighteen (18) months. This non-compete clause and non-disclosure clause is intended to ensure that competitors of Allen Concrete, LLC are not privy to trades and/or company information that can be used to recruit employees, customers or any other activities that would cause Allen Concrete, LLC to lose income. Allen Concrete, LLC reserves the right to defend itself against all provisions under the law that are subject to these clauses.

DEMEANOR

As a member of the Company team, it is essential that each employee behave in a professional, businesslike manner. Courtesy toward fellow employees, customers, and visitors as well as a cheerful positive attitude are essential to maintaining our high level of service and corporate culture. Please remember that, to the public eye, the quality of service the Company provides is due in part to employees' appearance and attitude.

SAFETY

We practice safe behaviors in everything we do. Allen Concrete believes in maintaining safe and healthy working conditions for our employees. However, to achieve our goal of providing a safe workplace, each employee must be safety conscious. We have established a safety plan that allow us to provide safe and healthy working conditions. We expect each employee to follow these policies and procedures in the safety plan, to act safely, and to report unsafe conditions to his or her supervisor in a timely manner.

Employees who violate these policies and/or procedures are subject to appropriate disciplinary action, up to and including termination.

COMPENSATION

PAYROLL, DIRECT DEPOSIT, ELECTRONIC PAY STUB, AND TIME CLOCK POLICY – Added June 2026

Effective Date: June 1st, 2026

Applies To: All current, past and future employees of Allen Concrete, LLC

A. Purpose

Allen Concrete, LLC is implementing electronic payroll procedures to improve accuracy, efficiency, security, and consistency in employee payroll processing. This policy establishes requirements for direct deposit, electronic pay stub delivery, and app-based time clocking with geofence verification.

B. Mandatory Direct Deposit

All employees are required to receive wage payments through direct deposit unless an exception is approved by the Company.

Employees may choose the financial institution where their wages will be deposited. Allen Concrete, LLC will not require employees to open or maintain an account with any specific bank, credit union, or financial institution.

Employees must complete and submit a Direct Deposit Authorization Form and provide accurate banking information to Payroll before the required deadline.

C. Electronic Pay Stubs

Effective June 18th, 2026, printed check stubs will no longer be routinely distributed.

All pay stubs will be delivered electronically through the Company's payroll system or another Company-approved electronic method. Employees are responsible for accessing and reviewing their pay stubs electronically each pay period.

Electronic pay stubs will include applicable payroll information such as gross wages, hours worked when applicable, deductions, taxes, and net pay.

Employees who need assistance accessing their electronic pay stubs must contact Payroll or Human Resources.

D. App-Based Time Clocking

All employees are required to clock in and clock out using the Company-approved time clock application.

Employees must use the app to record:

- Start of shift
- End of shift
- Any other required time entries

Employees are responsible for making sure their time is recorded accurately each workday.

E. Geofence Clock-In and Clock-Out Requirement

The Company time clock app may use geofence or location-based technology to verify that employees are clocking in and out from an approved work location, jobsite, yard, office, or other authorized area.

Employees must clock in and out from the correct assigned work location unless otherwise approved by a supervisor. Clocking in or out from an unauthorized location, falsifying location information, or attempting to bypass the geofence requirement is prohibited and may result in disciplinary action.

F. Employee Responsibility for Timekeeping

Employees are responsible for:

- Clocking in before beginning work.
- Clocking out at the end of the workday.
- Reporting missed punches to a supervisor immediately.
- Notifying Payroll or Human Resources of any app issues.
- Making sure their device is available and working when required for clocking in and out.

Employees are not allowed to clock in or out for another employee. Employees are also not allowed to ask another employee to clock in or out for them. Any falsification of time records, including inaccurate punches, unauthorized time entries, or misuse of the time clock app, may result in disciplinary action, up to and including termination.

G. Missed Punches or App Issues

If an employee forgets to clock in or out, has a phone issue, loses access to the app, or experiences a technical problem, the employee must notify their supervisor as soon as possible.

Supervisors may submit corrections to Payroll when appropriate. All time corrections must be accurate and approved by management. Failure to regularly clock in or out as required may result in corrective action.

H. Payment for Time Worked

Allen Concrete, LLC will pay employees for all time worked. Employees must accurately report all hours worked, even if overtime was not approved in advance. Unauthorized overtime may result in disciplinary action, but all hours actually worked must still be reported and will be paid according to applicable wage and hour laws.

I. Employee Privacy and Location Information

Location information collected through the time clock app will be used for business purposes, including verifying work location, time entries, attendance, payroll accuracy, and compliance with Company policies. Employees should understand that geofence information will only be used to confirm whether a clock-in or clock-out occurred at an approved location.

J. Exceptions or Accommodations

Employees who do not have access to a compatible device, need help using the time clock app, cannot access electronic pay stubs, or believe they need an exception must contact Payroll or Human Resources.

The Company will review requests on a case-by-case basis.

K. Payroll Corrections

If an employee believes there is an error with direct deposit, pay stub information, hours worked, or payroll processing, the employee must notify Payroll as soon as possible. Allen Concrete, LLC will review the issue and make any necessary correction in accordance with applicable payroll procedures and wage payment laws.

L. Failure to Comply

Failure to comply with this policy may result in corrective action, up to and including disciplinary action or termination. This includes, but is not limited to:

- Failing to submit direct deposit information.
- Failing to clock in or out properly.
- Clocking in or out from an unauthorized location.
- Falsifying time records.
- Clocking in or out for another employee.
- Failing to report missed punches or payroll issues promptly.

- Misusing the time clock app or payroll system.

M. Questions

Questions regarding direct deposit, electronic pay stubs, the time clock app, geofence clocking, payroll access, or this policy should be directed to Payroll or Human Resources.

Employee Acknowledgment

I acknowledge that I have received and understand Allen Concrete, LLC's Payroll, Direct Deposit, Electronic Pay Stub, and Time Clock Policy.

I understand that direct deposit is required unless an approved exception applies. I understand that printed check stubs will no longer be routinely provided and that pay stubs will be delivered electronically.

I also understand that I am required to use the Company-approved time clock app to clock in and out, and that the app may use geofence or location-based technology to verify my work location when recording time.

I understand that I am responsible for providing accurate banking information, updating Payroll of any account changes, accurately recording my time, and reporting any missed punches or payroll concerns promptly.

WORKING HOURS AND SCHEDULE

The standard workweek begins on Monday and ends on the following Sunday. The standard workweek for full-time employees normally consists of 40 hours worked; however, you are expected to provide the Company with as many hours as necessary to complete job duties on time. Any unscheduled overtime must be approved by Management. Daily and weekly work schedules may be changed from time to time at the discretion of the Company to meet varying business conditions and staffing levels. Changes in work schedules will be announced as far in advance as practicable.

A thirty-minute lunch period is required within the workday for employees who work 8+ hours per day per company policy. This lunch period is mandatory for non-exempt hourly employees unless previously approved by Management. Employees may not dedicate this time to take the place of arriving late or leaving early. You may not work through your lunch break without advance approval by your supervisor. Lunch breaks are considered unpaid time away from work. Your worksite supervisor will set your daily work schedule. Various factors, such as workloads, operational efficiency, Company needs, and your workplace schedules, may require variations in your starting and quitting times. Punctual and consistent attendance is a condition of your employment.

Rest periods or breaks are not required by law. However, your worksite supervisor may allow you to take certain rest breaks during your day. Breaks are typically paid, depending upon their length. Please check with HR for more information. Keep in mind that rest periods/breaks may not be saved to be used at another time or to make up lateness or shorten your workday.

TIMEKEEPING PROCEDURES

Each department supervisor is responsible for daily review of time clock punches on all nonexempt personnel under their supervision. To ensure that accurate records are kept of hours worked (including overtime, where applicable) and of accrued leave time taken, each employee is required to record his or her time worked. Nonexempt employees should record the time work begins and ends, as well as the beginning and ending of each meal period, including any departure from work for any non-work-related reason. Upon review and resolution of any discrepancies, supervisors will sign off and forward employee timecards to payroll for processing.

Any deviation on an employee's time sheet such as no lunch, leaving early, arriving late, etc., will be subject to a supervisory review and/or approval.

Failure to not clock in and out on a regular basis may result in disciplinary action, up to and including termination.

PAYMENT OF WAGES

To attract and retain above-average employees, the Company endeavors to pay salaries competitive with those paid by other employers in our industry and in the applicable labor markets. Consistent with this objective, the Company monitors its wage scales to ensure that they are in line with local economic conditions. An employee's total

compensation consists not only of the salary paid but also of the various benefits offered, such as those described in a later section of this handbook.

The Company will periodically review all wages and salaries to determine whether existing pay ranges are competitive and whether the salaries of individual **employees accurately reflect their job performance, skills, and responsibilities.** Merit increases for individual employees and adjustments to the salary ranges will be approved by the Vice President or President, as appropriate. Compensation will usually be reviewed on an annual basis, and if a salary increase is awarded, it will effective as determined by management. To ensure that employees perform to the best of their abilities, the Company believes it is important they be recognized for good performance, and they receive appropriate suggestions for improvement when necessary. Consistent with this goal, an employee's job performance will be evaluated by his or her supervisor on an ongoing basis.

Employees are paid weekly on Fridays. The Company offers all employees to sign up for direct deposit into a checking or savings account. Paychecks are normally distributed from your on-site supervisor. If a regular payday falls on a holiday, employees will be paid on the preceding workday, if possible. No one other than the employee to whom the paycheck is written will be allowed to pick up a paycheck unless written authorization from employee has been given for any other person to do so.

All required deductions, such as for federal and state taxes, and all authorized voluntary deductions, such as health insurance contributions, will be withheld automatically from employee paychecks. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information, you furnish on your W-4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions is the responsibility of the employee and should be done on the employee Self-Service portal to ensure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever the Company is ordered to make such deductions. The Company shall comply with applicable state and local laws in this regard.

If a paycheck is lost or stolen, the employee must immediately notify the Company. The Company is not responsible for lost or stolen paychecks and such checks will not be replaced until a stop payment has been issued and enough time has lapsed to determine that the paycheck has not been negotiated. A fee will be charged to employees check for the stop and replacement.

If an employee resigns, final settlement of services or wages will be made no earlier than the next regular pay cycle. If an employee is terminated, he or she will be issued a check on the next regular payday, or in accordance with applicable state law, whichever is earlier.

PAYROLL ERRORS

Although Allen Concrete takes every precaution to avoid paycheck errors, at times errors can occur. If you believe that a deduction has been improperly taken from your salary, you must immediately notify your supervisor, the designated worksite manager, or the HR/Payroll Department at Allen Concrete. They will obtain the correct information. If an error is found, the adjustment will be made promptly to take effect on the following paycheck.

Employees are expected to review each pay stub to verify its accuracy. If you believe a mistake has been made, notify your supervisor immediately. If your supervisor is unavailable or you would rather not discuss it with your supervisor, you may contact the HR/Payroll Department at Allen Concrete. It is the responsibility of the supervisor notified to elevate the issue to the designated manager or Allen Concrete immediately. The Allen Concrete Payroll Department will appropriately investigate all claims regarding possible improper deductions and respond to the employee within 5 business days if possible. Corrective action will be taken as soon as possible to resolve any identified improper deductions, including reimbursement of the improper deduction.

Retaliation against those making complaints or those involved in investigations will not be tolerated. Any violations of this policy will be subject to disciplinary action, up to and including termination.

OVERTIME

When operating requirements or other needs cannot be obtained during regular working hours, an employee may be scheduled to work overtime. Overtime will be assigned by supervisors to employees in the job for which it is required. The Company will attempt to provide employees with reasonable notice when the need for overtime work arises; however, advance notice may not always be possible. Non-exempt employees are not permitted to work overtime without the prior approval of their supervisor. Working overtime without prior authorization may result in disciplinary action.

Non-exempt employees will be paid at the rate of one and a half (1 ½) times their regular rate for all hours worked beyond the 40 hours in a normal workweek. Only hours physically worked will be used to calculate overtime pay. Paid time off for holidays, vacation, jury duty, or leaves of absence will not be considered hours worked. Non-exempt employees will normally receive payment for overtime in the pay period following the period in which such overtime is worked, provided however, that the employee's time record has been properly prepared, approved by the employee's supervisor, and forwarded to payroll for processing in a timely manner.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is generally provided to exempt employees.

BUSINESS EXPENSE REIMBURSEMENTS

The Company will not reimburse employees for the personal funds expense related to the company without prior approval from the supervisor. Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should always contact their supervisor in advance if they have any questions about whether an expense will be reimbursed.

TRAVEL EXPENSE POLICY

The travel expense policy is to reimburse staff for reasonable and necessary expenses incurred during approved work-related travel if per-diem is not provided. Employees seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered in this travel policy, then the most conservative course of action should be taken. Business travel policies are aligned with company expense reimbursement rule. Allen Concrete reserves the right to deny reimbursement of travel-related expenses for failure to comply with policies and procedures. Travelers who use personal funds to facilitate travel arrangements will not be reimbursed until after the trip occurs and proper documentation is submitted.

Per diem allowances are applicable for all out-of-state travel that is 60 miles or more from the traveler's home or primary worksite. Allen Concrete per diem rates are based on the U.S. General Services Administration Guidelines, which vary by city location. In addition to meals these rates include incidental expenses such as laundry, dry cleaning, and service tips. Incidental expenses, unless specifically cited in this policy, will not be reimbursed. Receipts are not required for per diem allowances, only expense reports provided.

EMPLOYEE PAYCHECK INVOLUNTARY DEDUCTIONS

W4FORM

Federal income taxes are deducted, reported, and paid to the IRS on behalf of an employee based on the most current W4 Form on file with the company. Upon hire, an employee must fill out a W4 form (see the appendix for the form or go to http://www.irs.gov/pub/irs-pdf/fw4.pdf to download the most current form) in its entirety and submit to HR.

To change the deduction, the employee will be responsible for submitting an updated W4 to the office. The change will take effect on the next available payroll cycle. Employees will be responsible for ensuring that these changes have been properly reflected on their paychecks and promptly reporting errors/changes that need to be made to the HR office.

SOCIAL SECURITY

The United States Government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, the Company is required to deduct this amount from each paycheck you receive. In addition, the Company matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

MEDICARE

In the United States, Medicare is a national social insurance program, administered by the U.S. federal government that provides health insurance for Americans aged 65 and older who have worked and paid into the system. It also provides health insurance to younger people with disabilities, end stage renal disease and amyotrophic lateral sclerosis. Part A is largely funded by revenue from a 2.9% payroll tax levied on employers and workers (each pay 1.45%). As a wage earner, you are required by law to contribute a certain percentage of your weekly wages to the trust fund from which benefits are paid. As your employer, the Company is required to deduct this amount from each paycheck you receive. In addition, the Company matches your contribution dollar for dollar, thereby paying one-half of the cost of your Medicare benefits.

GARNISHMENTS

The Company will adhere to legally imposed wage assignments or garnishments and will not modify the terms of those legal arrangements unless ordered to do so by a court. The Company may deduct the administrative costs of complying with wage assignments or garnishments, up to the amount allowed by applicable state and federal law.

PERSONNEL

OPEN DOOR POLICY

The Company recognizes employees will have suggestions for improving the workplace, or the need to have workplace concerns addressed. The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with the employee's supervisor. While the Company provides you with this opportunity to communicate views, please understand not every suggestion or concern can be resolved to everyone's satisfaction. Even so, the Company believes open communication is essential to a successful work environment and all employees should feel free to raise suggestions or issues of concern without fear of reprisal.

PROHIBITED HARASSMENT AND DISCRIMINATION

To avoid any potentially inappropriate conduct in the workplace, it is the Company’s policy to prohibit intentional and unintentional harassment of any individual by another person based on race, color, creed, religion, national origin, ancestry, citizenship status, age, disability or handicap, sexual orientation, marital status, veteran status, genetic information, or any other characteristic protected by applicable federal, state, or local laws. Such conduct will not be tolerated by the Company. The purpose of this policy is not to regulate our employees’ personal morality, but to ensure

that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company.

Harassment, for purposes of this policy generally is defined as unwelcome verbal, visual or physical conduct that demeans or shows hostility or aversion towards an individual because of these protected characteristics, and that (1) has the purpose or effect of creating an intimidating, hostile or offensive working environment; or (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful.

Anybody, regardless of position or title, whom the Company determines has engaged in harassment of any kind in violation of this policy, will be subject to prompt appropriate corrective action, up to and including discharge.

An employee who feels that he or she has been subjected to conduct which violates this policy should immediately report the matter to the HR Department. An employee who is either unsure of the appropriate person to whom to raise an issue of perceived harassment or who has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment should contact Lizette Velasquez or Miguel Allen.

Every report of perceived harassment will be promptly, thoroughly, and impartially investigated as the Company considers appropriate, and corrective action will be taken where appropriate as determined by the Company in its reasonable discretion. Employees are required to cooperate in all investigations conducted pursuant to this policy. Violation of this policy may result in disciplinary action, up to and including discharge, as determined by the Company in its reasonable discretion. The identity of individuals who report a perceived violation of this policy, as well as any information obtained during the Company's investigation, will be kept confidential to the extent possible, consistent with a thorough and impartial investigation with relevant legal requirements, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management in good faith or who cooperate in the investigations of such reports in accordance with this policy.

SEXUAL HARASSMENT

Similarly, it is the Company's policy to prohibit harassment of any employee by any Supervisor, employee, customer, or vendor based on sex or gender, including based on gender identity, gender expression, or transgender status. Such conduct will not be tolerated by the Company. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual based on sex or gender in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include, but are not limited to: unwelcome sexual advances; requests for sexual favors; obscene gestures; displaying sexually graphic magazines, calendars, or posters; sending sexually explicit e-mails; verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature; sexually-related comments, and depending upon the circumstances, improper conduct also can include sexual joking; vulgar or offensive conversation or jokes; commenting about an employee's physical appearance; conversation about an employee's or someone else's sex life; teasing or other conduct directed toward a person because of his or her sex or gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

Anybody, regardless of position or title, whom the Company determines has engaged in sexual harassment of any kind in violation of this policy, will be subject to prompt appropriate corrective action, up to and including discharge.

An employee who feels that he or she has been subjected to conduct which violates this policy should immediately report the matter to Lizette Velasquez or Miguel Allen. An employee who is either unsure of the appropriate person to whom to raise an issue of perceived harassment or who has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment should contact Melissa Soto.

Every report of perceived sexual harassment will be promptly, thoroughly, and impartially investigated as the Company considers appropriate, and corrective action will be taken where appropriate as determined by the Company in its reasonable discretion. Employees are required to cooperate in all investigations conducted pursuant to this policy. Violation of this policy may result in disciplinary action, up to and including discharge, as determined by the Company in its reasonable discretion. The identity of individuals who report a perceived violation of this policy, as well as any information obtained during the Company's investigation, will be kept confidential to the extent possible, consistent with a thorough and impartial investigation with relevant legal requirements, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management in good faith or who cooperate in the investigations of such reports in accordance with this policy.

CONDUCT AND EMPLOYMENT OUTSIDE OF WORK

In general, the Company does not seek to interfere with employees' off-duty conduct. However, the Company will not tolerate off-duty conduct that impacts negatively on the Company, either in terms of an employee's individual work performance or the business interests of the Company, including its reputation.

The Company recognizes that employees may participate in other employment outside regular work hours. Employee activities away from the job must not compromise the Company's interests or adversely affect the employee's job performance and ability to fulfill all responsibilities to the Company.

Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside employment causes or contributes to any of these situations, such employment must be discontinued; if necessary, normal disciplinary procedures will be followed to correct the situation.

All employees are requested to refrain from engaging in any activity that competes with the Company or compromises its interests. This request to refrain includes performing any services on non-working time that are normally performed by the Company and/or the unauthorized use or application of any confidential information or trade secrets. In addition, employees are not to conduct any outside business during paid working time. Employees found engaging in such activities will be found in violation of company policy and may result in immediate termination.

Employees should also not use any Company owned assets, such as tools, for their own other outside employment activities. For example, if an employee has their own concrete business, the Company's tools clippers should not be used in the employee's business.

Appropriate business behavior is required when you travel on behalf of the Company the same as in any other situation when you represent the Company. This includes when you are a passenger on an airline, at an airline ticket counter, or when utilizing any other airport service.

In all business and business travel situations, discourteous, drunken, lewd, or illegal behavior which will reflect on the reputation of the Company are ground for immediate termination.

Any public conversations regarding customers or customer business can and will be interpreted to be in violation of these agreements. Inappropriate business behavior whether on or off customer premises may negatively impinge on customer programs and may result in termination of the individual exhibiting poor judgment.

CUSTOMER ACTIVITIES

The attendance of any customer activities or the invitation to participate in activities with the customer must be pre-approved by management. Customer activities include recreational activities such as a golf match, ball game, etc., as well as social activities including dinner, off- site gatherings, etc. If the situation does not "feel" right, you should take steps to remove yourself from the situation. Refer to the prior policy on Conduct and Outside Employment of Work for additional information regarding employee conduct.

GIFTS

Employees are not permitted to give gifts to customers or suppliers, except for certain promotional "premiums" (t-shirts, coffee mugs, pens, key chains, etc.) imprinted with the Company logo or sales information.

Bribes, kickbacks, and other illegal payments to or from any individual with which we conduct business (in any form and for any purpose) are against company policy. Any employee of the Company found accepting the can be held financially liable and the results may lead to disciplinary action and up to termination of employment.

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

Before an employee may accept or solicit a gift of any kind from a customer, supplier or vendor representative, advance approval from management is required. Points awarded by any vendor through their client recognition program should not be redeemed for any awards of any kind, such as gift cards, donations, etc. unless they are redeemed for the property itself. Employees should notify their supervisor of such programs so that management can address how best to deal with these types of programs. Any "gifts" from award programs should accrue to the property and not an individual.

CONFIDENTIALITY OF INFORMATION

Confidential Information (as defined below) is to be used for the exclusive benefit of the Company and its business operations. Therefore, during employment with the Company and at all times thereafter, employees, former employees, and all agents, representatives and third parties acting on their behalf must: (i) keep strictly confidential and not directly or indirectly communicate, divulge or use any Confidential Information for the benefit of any other person or entity, without the prior written consent of the President; and (ii) not copy, duplicate, record or otherwise reproduce any Confidential Information, nor otherwise disclose, disseminate or make such information, available to any person or entity without the prior written consent of the President.

"Confidential Information" is information designated by the Company as "confidential" or that the Company indicates through its policies, procedures, or practices should not be disclosed to anyone outside the Company except through controlled means. Confidential Information includes, without limitation, marketing and business strategies or plans, internal financial statements and data, internal pricing and cost information, customer lists and contact information, software programs, processes, training methods, programs developed by the Company and information concerning the services or products offered by the Company, which is not generally known to customers, competitors or other third parties. The controlled disclosure of Confidential Information to customers or vendors for legitimate business purposes and the availability of the Confidential Information to others outside the Company through independent means will not remove it from being protected as Confidential Information if such information was acquired through employment with the Company.

Employees violating this policy will be subject to disciplinary action, up to and including termination from employment, and may be subject to legal action.

All employees must fulfill the obligation of maintaining confidentiality of the customer information to which they have access.

PUNCTUALITY AND ATTENDANCE

The Company expects employees to report to work on a reliable and punctual basis. Attendance and punctuality are important to the Company's business, and therefore are an integral part of each employee's performance. Poor, uncertain, or irregular attendance is disruptive to the Company's operations, lowers overall production and continuity of work, and often is burdensome to other employees.

All employees are expected to report for work as scheduled and to be at their workstations at the designated starting time and at the prescribed times after rest and meal breaks. If an employee cannot report to work, the employee must so notify his or her supervisor directly as far in advance as possible, but no less than 1 hour before the scheduled reporting time. If the supervisor is unavailable, the employee must call or text the office. Such notification should include a reason for the absence or tardiness and an indication of when the employee can be expected to report to work. If the duration of the absence is speculative or unknown, the employee must contact his or her supervisor each day to report his or her status.

Unexcused absences or tardiness occurrences may be grounds for termination. Unexcused absences are defined as those instances for which the Company is not notified at least one hour in advance or given proof of absence within 3 days of his/her absence. Unexcused lateness is defined as those instances for which the Company is not notified at least one hour before his/her scheduled work time. Employees who are absent or tardy two (2) times in one month or more will be subject to disciplinary action including termination from employment. Employees who are absent from work for two (two) consecutive days without giving proper notice to the Company will be considered as having voluntarily resigned. Employees who are absent from work for two (2) consecutive days are required to provide documentation of the absence or it would be counted as unexcused absences and will be grounds for termination.

The Company may request "proof-of-illness". **If an employee is out for more than two days, an employee must bring in a doctor's note as "proof-of-illness". If no proof of documentation is provided, you will normally be disciplined according to provisions of this Handbook which can result in termination.**

PLEASE TEXT ALL ABSENCE DOCUMENTATION TO 915-525-5696

DRESS CODE

It is the policy of Allen Concrete, LLC that each employee's dress, grooming, and personal hygiene is appropriate to the work situation. Employees are always expected to present a professional, businesslike image to our customers and vendors, prospective clients, and the public. New fashion trends may be in style but may not be appropriate. The best choice is to avoid walking the line. If there is a doubt, select something else to wear. Choose to be a business professional and leader. Employees who wear inappropriate attire to work will be asked to return home to change into proper business attire. If uniforms are provided, they must always be worn unless otherwise directed by your supervisor. All articles of clothing must be clean, pressed, and free of holes, rips/tears, and stains.

EMPLOYMENT OF RELATIVES

The Company permits the employment of qualified relatives of employees if such employment does not, in the opinion of the Company, create an actual or perceived conflict of interest. For purposes of the policy, "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin or corresponding in-law or "step" relation. The Company will exercise sound business judgment in the placement of related employees.

FRATERNIZATION POLICY

This fraternization policy is intended to ensure that any type of fraternization prevents favoritism, avoid misunderstandings, protects the company from sexual-harassment claims and avoids the loss of morale that may occur when a manager or supervisor engage in a romantic or flirtatious relationship, particularly with a lower-level employee. This policy is not intended to prevent employees from forming close personal relationships with colleagues or to prevent romantic relationships from developing among peers. However, fraternizing and/or romantic entanglements that, in the

Company's sole view, pose a risk of a conflict of interest, disrupt business, or create an unprofessional work environment will not be allowed. Any employee who engages in a romantic relationship with a co-worker must report it to his immediate supervisor so the Company can determine if it violates this policy.

If such relationship exists, the Company may properly document this relationship in the form of a stipulation, or agreement, between the individuals involved. The stipulation acknowledges that a relationship exists, despite the policy, and is voluntary and consensual, and that everyone understands the associated risks, such as, for example, the risk that their business interactions may be affected because of their personal relationship.

CONFIDENTIALITY AND SHARING OF COMPENSATION AND/OR BENEFIT INFORMATION

All employees should not share their personal or other's compensation or benefit information. All compensation and benefit information are to be kept in the strictest confidential manner. Employees that share or use their personal or others' compensation information for anything other than as required within their scope of duties are subject to disciplinary action up to and including termination.

CONDUCT AGAINST COMPANY POLICY

As a member of the Company's team, each employee is expected to accept certain responsibilities, adhere to certain principles in matters of personal conduct, and always exhibit a high degree of personal professionalism. This not only involves respect for the rights and feelings of others but also demands that employees refrain from any behavior in their business and personal lives that might be harmful to them, their co-workers, or the Company.

The following types of behavior and conduct are against company policy and will subject all individuals involved to disciplinary action, up to and including termination from employment:

1) **Being absent from or late for work without proper notice or excuse and/or having a record of excessive absenteeism or tardiness. Time away from work may be planned, such as a personal legal matter or doctor's appointment, or unplanned, such as illness or car trouble. Regardless of the reason for your absence, you are expected to immediately personally notify your supervisor or contact Allen Concrete at 915-921-0678 or text 915-525-5696. In all instances of planned absence, you must notify your supervisor or office in advance. In instances of an unplanned absence when advance notification is not possible, you must report your absence no later than one hour prior to your normal starting time to your supervisor. You must speak personally with your supervisor or speak personally to HR Department at our main office at 915-921-0678, text to 915-525-5696 or visit office at 3800 Hueco Club Rd. El Paso, TX 79938. Failure to report to work for two (2) or more consecutive workdays without proper and timely notification will be considered as a voluntary resignation unless the Company decides in its discretion that notification was not possible. If your attendance is unsatisfactory, you will normally be disciplined according to provisions of this Handbook which can result in termination.**
2) Performing inefficiently or unsatisfactorily, or failing to apply effort on the job, including intentionally slowing down work or reducing productivity.
3) Fighting, horseplay, disorderly conduct, or other unsafe acts that cause bodily injury to or endanger others.
4) Violating the Company's safety rules, policies, practices, and values.
5) Leaving your job without authorization from your supervisor, wasting time, loitering, or sleeping during working hours.
6) Reporting to work under the influence of alcohol or drugs or otherwise violating the Company's substance abuse policy.
7) Participating in immoral or indecent conduct reflecting on the Company or conducting yourself in a manner that shows disregard for or is incompatible with the Company' s best interests.
8) Misrepresenting or omitting facts in seeking employment or advancement.
9) Failing to comply with an internal investigation or refusing to provide a written statement upon request about an incident occurring on Company property.

10) Defacing, damaging, or destroying customer or company property, either deliberately or through negligent or reckless conduct.
11) Unauthorized soliciting, selling, canvassing or distribution during work time.
12) Refusing to perform an assigned task or service as required by the supervisor or by management, failure to follow instructions, failure to cooperate with fellow workers, or otherwise being insubordinate.
13) Possessing, using, or transporting firearms, fireworks, or explosives on the Company's property or while engaging in business on behalf of the Company.
14) Violating or inducing another employee to violate a work rule or policy.
15) Theft, dishonesty, pilferage, participation in criminal activities, and conviction of illegal acts other than minor traffic offenses.
16) Disregarding the Company's dress and grooming standards.
17) Failing to notify the Company immediately of any accident occurring or Injury sustained during employment and/or on the Company's property.
18) Disclosing or otherwise failing to respect the confidential nature of the Company's trade secrets and proprietary business information or records.
19) Failure to sign security or confidentiality forms requested or required by the customer company.
20) Posting, altering, or removing any materials on Company bulletin boards without authority.
21) Posting information about the Company's business or vendors that is uncomplimentary or discloses private or privileged information on any type of social media.
22) Using profane or abusive language toward or about employees, supervisors, customers, or others.
23) Falsification or unauthorized use, alteration, removal, or destruction of a customer's or the Company records, including time sheets and expense reports.
24) Making false or malicious statements and originating or spreading gossip about employees or management of the Company.
25) Engaging in harassment, discrimination, or similar conduct in violation of Company policy.
26) Engaging in conduct that presents a conflict of interest or violates the Company's ethical standards or policies.
27) Any employee who fraternizes and/or engages in a romantic relationship with a co- worker and does not report it to his/her immediate supervisor.

The foregoing list illustrates the types of behavior that will not be permitted; however, it is not all-inclusive and is subject to change at the sole discretion of the Company. There may be additional areas of non-performance or misconduct that warrant disciplinary action.

If an employee's performance, work habits, overall attitude, conduct, or demeanor becomes unsatisfactory in the judgment of the Company, based on violations of the above standards or of any other policy, rule or regulation, the employee will be subject to disciplinary action. An employee who is not meeting the Company's standards of behavior or performance usually will first receive a verbal warning that is documented in the employee's personnel file. For second violations or for serious first violations, an employee will receive a written reprimand, which will be placed in the employee's personnel file. If additional infractions occur, the employee may receive another written warning or may be suspended (with or without pay) or terminated from employment. Course of action from the Company is dependent on the number and severity of infractions.

The progressive disciplinary procedures described above may be applied to an employee who is experiencing a series of unrelated problems involving job performance and/or conduct. The discipline procedure may not be followed in every instance and/or may be adjusted based on factors such as the employee's work record, the nature of the offense, the time between infractions, and the effectiveness of prior counseling. In cases involving a serious offense, the employee may be subject to more severe discipline or discharge on the first occurrence. When discipline is deemed to be appropriate, instead of discharge, the Company reserves the right to decide what disciplinary action is warranted. Depending on the nature of the misconduct and at the discretion of management, first or repeated violations may result in immediate termination.

BENEFITS

ELIGIBILITY FOR GROUP BENEFITS

As a full-time employee, you will be eligible for company offered benefits. Part-time, temporary, or seasonal employees are not eligible for benefits.

401(K) PROGRAMS

N/A

HOLIDAYS

The following holidays are observed by the Company each year:

- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day

Regular full-time employees are not eligible for holiday pay. To be eligible for holiday pay, an employee must be salaried employee. To receive holiday pay for salaried employees, you must work the regularly scheduled work week before and after the holiday, unless your supervisor approves an exception in writing. Holiday pay is paid equal to the employee's regularly scheduled hours for the observed holiday.

We reserve the right to change posted holidays at any time during the year. Should it become necessary to deviate from this policy, a notice will be communicated to you by memo or by your supervisor as far in advance as possible.

If a full-time hourly employee works during a holiday, the employee will be paid regular pay plus time and one half current hourly rate **if** the work rolls over into overtime hours.

The Company recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days that are not included in the Company's holiday schedule. An employee who desires to take a day off for such reason shall be permitted to do so, upon giving prior notice to his or her supervisor and provided the employee's absence from work does not result in an undue hardship on the Company or on other employees. Employees may use available PTO only.

PAID TIME OFF (PTO)

The purpose of PTO is to provide you with paid time off to use as you'd like. PTO is offered in place of vacation days, sick days, and personal days— child, pet, and elder care; medical and dental appointments; personal business or emergencies; etc.

Employees start accruing PTO one year after their date of hire and they must wait a year from their date of hire until they're able to access it. Amount earned is listed below based on years of service as shown in the chart below.

Please do your best to manage PTO for your personal needs throughout the year. Additional paid time off will not be granted, although unpaid leave may be granted depending on the circumstance. Unused PTO from one year may not be rolled over into the next. Upon leaving the company, employees will not be compensated for unused PTO. If an employee terminates service at any time and then is re- hired, prior years of service will not be taken into consideration when awarding PTO.

Paid time off for "SICK LEAVE" will be considered as PTO and processed accordingly. PTO may be used for the purpose of visiting doctors, dentists, or other practitioners in their offices or vacations. This time may also be used for tending to a serious illness suffered by a member of your immediate family, in the event the illness requires your personal time and attention. For purposes of this section, immediate family includes spouse, child, parent, or sibling living in your home. If another person can attend to the needs of an ill family member, you are expected to fulfill your duties as an employee of the Company.

Your regular attendance on the job is important to the Company's operation. **Frequent or unexplained absences from work will allow the company to deny your available PTO time and will be considered enough cause for disciplinary action and/or termination. Frequent can be considered average of 1 absence every 2 months or more.**

Example: if you have 6 or more unexcused absences in past 12 months you can be denied PTO.

You are to contact your immediate supervisor by telephone, no later than one hour prior to the start of your shift when a sick day is needed. It remains your responsibility to keep your supervisor/manager informed as to your condition and when you will return to work. If your immediate supervisor is unreachable, you can contact the office at 915-921-0678 or text the office cellular phone at 915-525-5696.

In the event of an illness or injury covered by workers' compensation, this sick leave policy will not apply but will defer to state statutes.

Effective October 6th, 2023, the following PTO accrual rates will take effect based on years of service with the Company:

Full-Time Hourly Employees AND Salary Employees

Years of Service	PTO Hours per Year
0-1 year	0 hours
1-5 years	40 hours (5 days)
5 + years	80 hours (10 days)

PTO SCHEDULING

PTO must be used in increments of four (4) or more hours. PTO must be submitted to and approved by the employee's supervisor and/or office and must not unduly disrupt the operations of the Company. **Requests should be made as soon as possible and at least 30 days before the date on which the requested vacation is to begin, except when the request is for eight (8) hours or less. Requests for the day before and after a holiday or more than more than one week or five (5) days should be made at least sixty (60) days before the date on which the requested vacation is to begin**. The Company may deny a PTO request if not made on a timely basis. Any conflicts resulting from overlapping vacation requests will be submitted to the supervisor and the employee who submitted the request first will have priority. If multiple requests are submitted at the same time, the employee with seniority will have priority.

PTO ROLL OVER

Each year after employees date of hire, no PTO will be rolled over and will be forfeited after the hire date year end.

PTO DONATION PLAN

A PTO donation plan allows employees to support coworkers by donating PTO hours to those experiencing an illness or caring for a family member or loved one who is sick.

HOLIDAY WITHIN PTO PERIOD

If a holiday observed by the Company falls within an employee's PTO period, no additional day of PTO will be granted. No allowance will be made for sickness or other type of absence occurring during scheduled PTO.

TRACKING PTO

PTO balances can be requested from the office. We will implement printing on checks in 2026.

TERMINATION OF INSURANCE

Your insurance will terminate when your employment terminates, when you cease to be eligible for coverage under the terms of our group insurance program, or when you cease to be employed as a full-time employee eligible for the insurance. You may be eligible to receive continued coverage for a limited period at your own expense. Please contact the Human Resources Department for information regarding your state continuation COBRA rights.

OTHER TIME OFF

BEREAVEMENT TIME OFF

All employees may take up to three (3) consecutive workdays off with pay if PTO is available, if PTO time is not available then the time off will be considered unpaid, following the death of the employee's spouse, child, parent, sibling, grandparent, father-in-law, mother-in-law, son-in- law or daughter-in-law. Additional leave may be requested and approved by the President or Vice President on a case-by-case basis; any additional leave granted may be taken with pay if PTO is available. Documentation for bereavement time off is required to be considered an excused time off.

JURY DUTY OR WITNESS SUBPOENA

The Company encourages employees to serve on jury duty when called. You must notify the Human Resources Department and your supervisor of the need for time off for the jury duty as soon as a notice or summons from the court or a subpoena is received. You will be required to provide verification from the court clerk confirming your service as a juror and you will be expected to report and return to work for the remainder of your work schedule on any day you are dismissed from jury duty. An employee who is subpoenaed to serve as a witness for reasons not related to company business can use available PTO time. Time off will be unpaid unless available PTO is requested.

VOTING

The company encourages its employee to vote in every election. Employees should request time off to vote from their supervisor at least three (3) working days prior to the Election Day. Advance notice is required so that arrangements can be made to alter the distribution of work if necessary. However, it is recommended that employee's use their lunch hour to vote. An employee who wishes to use PTO to vote can use available PTO time. Time off will be unpaid unless available PTO is requested.

SICK LEAVE

Paid time off for "SICK LEAVE" will be considered as PTO and processed accordingly. PTO may be used for the purpose of visiting doctors, dentists, or other practitioners in their offices. This time may also be used for tending to a serious illness suffered by a member of your immediate family, in the event the illness requires your personal time and attention. For purposes of this section, immediate family includes spouse, child, parent, or sibling living in your home. If another person can attend to the needs of an ill family member, you are expected to fulfill your duties as an employee of the Company.

Your regular attendance on the job is important to the Company's operation. Frequent or unexplained absences from work will seriously impair the value of your services to the Company and will be considered enough cause for disciplinary action and/or termination.

You are to contact your immediate supervisor by telephone, no later than one hour prior to the start of your shift when a sick day is needed. It remains your responsibility to keep your supervisor/manager informed as to your condition and when you will return to work. If your immediate supervisor is unreachable, you can contact the office at 915-921-0678 or text the office cellular phone at 915-525-5696.

The Company may request "proof-of-illness" and may also use a company-appointed physician to examine the employee. This sick leave policy does not apply if sick leave is needed because of self-inflicted injury, illegal substance abuse or alcohol abuse, or illness or injury incurred while in the act of committing a felony or incarceration. **If an employee is out for more than two days, an employee must bring in a doctor's note as "proof-of-illness". If no proof of documentation is provided, you will normally be disciplined according to provisions of this Handbook which can result in termination.**

In the event of an illness or injury covered by workers' compensation, this sick leave policy will not apply, but will defer to state statutes.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care, or childbirth.
- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee’s job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12- week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post- deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employee must pay his/her portion of the employee’s health coverage. Employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. An employer's obligations to maintain health insurance coverage cease under FMLA if an employee's premium payment is more than 30 days late, absent an established employer policy providing a longer grace period. To drop the coverage for an employee whose premium payment is late, the employer must provide written notice to the employee that the payment has not been received. The notice must be mailed to the

employee at least 15 days before coverage is to cease and must advise that coverage will be dropped on a specified date at least 15 days after the date of the letter unless the payment has been received by that date.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

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

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. To use paid leave for FMLA leave, employees must comply with the Company's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide enough information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

MILITARY LEAVE

If eligible, leave without pay is provided to the employees when he or she enters the uniformed services, as defined the federal or state laws. For example, the uniformed services include military services with the Armed Forces of the United States or the Armed Forces Reserves. The employee may be entitled to re-employment rights and retention of full seniority benefits for all prior service upon re-employment under the Uniformed Services Employment Rights Act of 1994 and applicable state laws. Prior to commencement and upon returning from training or active duty, military orders covering the period of absence must be turned into your supervisor or the designated company official.

OCCUPATIONAL INJURY BENEFIT PLAN

If an employee is injured on the job, he or she may receive work injury benefits as provided under the Workers Compensation which may include medical care and wage loss benefits.

It is every employee's responsibility to assure a safe working environment for him/her and co- workers. If the Company determines an accident was due to negligence or extreme carelessness by the employee, appropriate disciplinary action will be taken, and the claim may or may not be covered by the plan. Repeated acts of negligence or failure to comply with safety rules can lead to further disciplinary action, up to and including termination. Employees should always exercise caution while working to minimize industrial accidents. Failure to report all work-related accidents will result in denial of the claim and may be grounds for disciplinary action.

All injuries, no matter how slight, must be reported to Allen Concrete office HR Department.

When an injured employee has received a RETURN-TO-WORK order from his or her treating physician after a work-related injury, he or she will have one (1) business day to report to work or to contact your supervisor or human resources by telephone. If the employee does not contact the Company within the one (1) day, he or she will be considered to have resigned their employment with the Company.

The Company will investigate any concerns of false or fraudulent claims immediately. Any person who makes or causes to be made any material statement or representation, known to be false or fraudulent, for the purposes of obtaining benefits or payments is guilty of a crime and subject to criminal and civil penalties and disciplinary action up to and including termination.

COMPANY FACILITIES

WORKPLACE VIOLENCE

The cost of workplace violence can be great, both in human and financial terms; therefore, the Company has adopted this policy regarding workplace violence. Acts or threats of physical violence, including, intimidation, harassment, and/or coercion, involving or affecting the Company or that occurs on Company property or while conducting Company business, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in Company operations including, but not limited to the Company personnel, contract workers, temporary employees, and anyone else on Company property or conducting Company business. This policy is intended to bring the Company into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by law.

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends, or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or more Company employees. Workplace violence may involve threats or acts of violence occurring on Company property, regardless of the relationship between the Company and the parties involved in the incident. It also includes threats or acts of violence affecting the business interests of the Company or that may lead to an incident of violence on Company premises. Threats or acts of violence occurring off the Company's premises or at a customer's location, involving employees, agents, individuals acting as a representative of the Company, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to the following:

- Threats or acts of physical or aggressive contact or conduct directed toward another individual; the Company will not make the determination of whether, and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination, the company may undertake a case-by-case analysis to ascertain whether there is a reasonable basis to believe workplace violence has occurred. No provision of this policy alters the at-will nature of employment at the Company.
- In furtherance of this policy, employees have a duty to notify their supervisors or security personnel of any suspicious workplace activity or incidents they observe or are aware of that involve other employees, former employees, customers, or visitors. This includes threats or acts of violence, aggressive behavior, threats or acts of physical harm directed toward an individual or their family, friends, associates, or property.
- The intentional destruction or threat of destruction of Company property or another employee's property.
- Harassing or threatening phone calls or e-mails.
- Stalking.
- Veiled threats of physical harm or similar intimidation; and
- Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects the Company's legitimate business interests.

Any person who engages in a threat or violent action on Company property will be removed from the premises as quickly as safety permits and may be required, at the Company's discretion, to remain off Company and/or customer premises pending the outcome of an investigation of the incident.

The Company will not condone offensive comments or acts, and the like. Confidentiality of employee reports made pursuant to this policy will be maintained to the extent possible under the circumstances. The Company will also not condone any form of retaliation against an employee for making a report under this policy.

FIREARMS

It is against company policy that any applicant, employee, contractor, subcontractor, customer or visitor to use, possess, conceal, carry or maintain a concealed handgun or weapon on the Company's premises, which includes the building in which the Company offices; any public or private driveway, street, sidewalk, parking lot, parking garage or other parking area adjacent to or used in connection with the business of the Company; any project site; and any

vehicle owned or utilized by the Company. The Company also does not permit the carrying of a concealed handgun or weapon on any employee or property while the employee is performing any services or attending any function relating to the employee's employment with the Company or conducting any business on the Company's behalf. This policy applies regardless of whether an individual is legally licensed to carry a weapon.

If the Company has a reasonable suspicion that a concealed weapon or handgun has been used, carried, maintained, or stored in violation of this policy, the Company reserves the right to conduct a reasonable search of the person, personal items (including handbags, purses, briefcases, and/or backpacks), subject to the control of such person to determine whether a weapon prohibited by this policy is present. All desks, storage areas, lockers and all vehicles owned, financed, or leased by the Company or used by the Company to transport its goods and products are subject to search at any time without an employee's permission. Employees are prohibited from locking or otherwise securing any such desk, storage area, locker or vehicle with any lock or locking devise not supplied by the Company.

Any person who witnesses or has information regarding the possession or concealment of a weapon or who witnesses a verbal or physical assault involving another person should immediately report it to the Company. The violation of this policy or the Employee's refusal to consent to a search conducted hereunder may lead to disciplinary action, up to and including termination from employment.

OPERATION OF VEHICLES

Employees driving on Company business or on Company property, whether in an employee's own vehicle, a Company vehicle, or any other vehicle, are not permitted to engage in unauthorized activity or travel. All employees who operate a personal vehicle or Company vehicle while conducting Company business or on a Company property must possess a valid driver's license and an acceptable driving record. Employees operating personal vehicles and driving them on any Company property must provide proof of adequate and current personal automobile insurance at any time of the Company's request.

As a rule, an employee's auto policy provides the primary coverage when employees drive their personal vehicles on Company business. The Company's coverage provides only excess coverage, depending on the specific circumstances. The Company's insurance will not cover costs relating to physical damage to the employee's vehicle. Employees should be aware of these rules before they use their personal vehicle on company business.

Any change in license status, driving record or insurance coverage must be reported to the office or Human Resources Department immediately. Employees that have not reported a change in license status, driving record, or insurance coverage may face disciplinary action, up to and including termination. In the event the license status or driving record of any employee whose job responsibilities include driving becomes unacceptable to management or the Company's insurance carrier, that employee may be restricted from driving, reassigned, suspended, or terminated. A valid driver's license must be in the employee's possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic laws, and vehicle safety laws and regulations always when conducting Company business.

COMPANY PROPERTY

Employees are expected to exercise care in the use of Company property and to use such property only for authorized purposes. Negligence in the care and use of Company property may be considered cause for disciplinary action up to and including dismissal from employment. Unauthorized removal of Company property from the premises or its conversion to personal use will be considered cause for disciplinary action including termination from employment.

The Company reserves the right, on reasonable suspicion that the Company policy is being violated, to conduct searches or inspections of employees and their desks, personal effects, lockers, lunch boxes, purses, baggage, and any other property located on Company premises or work sites, their private vehicles, if parked on Company premises or work sites and their quarters, if furnished by the Company. Entry on Company premises or work sites constitutes consent to

searches or inspections. Any Company property issued to an employee must be returned at the time you are terminated, no longer employed by the Company, or at such time the employee's supervisor requests its return.

COMPANY-ISSUED CREDIT CARDS

The Company will issue company credit cards to certain employees for use in their jobs; this policy sets out the acceptable and unacceptable uses of such credit cards. Use of company-issued credit cards is a privilege, which the Company may withdraw in the event of serious or repeated abuse. Any credit card the Company issues to an employee must be used for business purposes only, in conjunction with the employee's job duties. Employees with such credit cards shall not use them for any non-business, non-essential purpose, i.e., for any personal purchase or any other transaction that is not authorized or needed to carry out their duties. Employees must pay for personal purchases (i.e., transactions for the benefit of anyone or anything other than the Company) with their own funds or personal credit cards. The Company will not regard expenses for one's own business-related use, such as lodging and meals while on company-approved business trips, as personal purchases, if such expenses are consistent with the Company's travel and expense reimbursement policy. If any employee uses a company credit card for personal purchases in violation of this policy, the cost of such purchase(s) will be considered an advance of future wages payable to that employee and will be recovered in full of the employee's next paycheck; any balance remaining will be deducted in full of subsequent paychecks until the wage advance is fully repaid. Such deductions may take the employee's pay below minimum wage for the pay period(s) in question. If an employee uses a company credit card for any other type of unauthorized transaction in violation of this policy, i.e., incurs financial liability on the Company's part that is not within the scope of the employee's duties or the employee's authorization to make business-related purchases, the cost of such purchase(s) or transaction will be the financial responsibility of that employee, and the employee will be expected to reimburse the Company via deductions from pay until the unauthorized amount is fully repaid. Such deductions will be in the amount of the unauthorized purchase(s), but if a deduction for such amount would take the employee below minimum wage for the workweek in question, the deductions will be in two or more equal increments that will not take the employee's pay below minimum wage for any workweek involved. In addition to financial responsibility and liability for wage deductions, any purchases an employee makes with a company credit card in violation of this policy will result in disciplinary action, up to and possibly including termination of employment, depending upon the severity and repeat nature of the offense

BULLETIN BOARDS

Bulletin boards are reserved for the exclusive use of the Company for posting work-related notices or notices posted pursuant to local, state, and federal laws. From time to time, the Company may post special notices and information for employees on the bulletin boards. Please review the boards regularly for these notices. Employees may post notices on the Company's bulletin boards provided they obtain advance approval from management. Solicitation and distribution of literature of any kind by employees is strictly prohibited during work hours and in working places unless the Company has given prior approval.

TOBACCO & USE OF ELECTRONIC CIGARRETS

To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking or use of any tobacco products is not allowed on any Company property or any jobsite. This includes the use of electronic smoking devices.

SOCIAL MEDIA GUIDELINES

These social media guidelines are not to discourage you from utilizing social media but rather to be clear on our respective rights and responsibilities to these new networking opportunities. They also protect the privacy, confidentiality, and interests of the Company and our current and potential products, employees, partners, customers, and competitors. Note that these policies and guidelines are intended to apply to work-related sites, references, and issues and are not meant to infringe upon your personal interaction or commentary online.

Guidelines for Interaction about the Company on the Internet

Unless given permission by your manager, it is against company policy to speak on behalf of the company, or to represent that you do so. Do not engage in discussions about competitor's products or services without management approval. If you utilize a website (i.e., LinkedIn) that mentions our company and / or our current and potential products, employees, partners, customers, and competitors, as a courtesy to the company, please let your manager know. Your manager may choose to visit from time to time to understand your point of view. If you list Allen Concrete, LLC as your place of employment on a personal website (i.e., Facebook), the Company reserves the right to request removal or modification of any media or content that in our sole opinion reflects poorly on the company. When accepting employment with the Company, you agree not to post any content that is illegal, obscene, defamatory, threatening or infringing on intellectual property or invasion of privacy or otherwise injurious or objectionable.

Confidential Information Component of the Social Media Policy

It is against company policy to share information that is confidential and proprietary about the company. This includes information about trademarks, upcoming product releases, sales, finances, number of products sold, number of employees, company strategy, and any other information that has not been publicly released by the company. Not following company policy could lead to disciplinary action and/or immediate termination.

These are given as examples only and do not cover the range of what the company considers confidential and proprietary. If you have any question about whether information has been released publicly or doubts of any kind, speak with your manager before releasing information that could potentially harm our company, or our current and potential products, employees, partners, and customers.

Allen Concrete, LLC logo and trademarks may not be used without explicit permission in writing from the company. This is to prevent the appearance that you speak for or represent the company officially.

Respect and Privacy Rights Components of the Social Media and Online Policy

The Company asks that as an employee you speak respectfully about the company and our current and potential employees, customers, partners, and competitors. It is against company policy to engage in name calling or behavior that will reflect negatively on the Company's reputation. Note that the use of copyrighted materials, unfounded or derogatory statements, or misrepresentation is not viewed favorably by the Company and can result in disciplinary action up to and including employment termination. The Company encourages you to write knowledgeably, accurately, and using appropriate professionalism. Despite disclaimers, your Web interaction can result in members of the public forming opinions about the Company and its employees, partners, and products. Honor the privacy rights of our current employees by seeking their permission before writing about or displaying internal company happenings that might be a breach of their privacy and confidentiality.

Competition Component of the Social Media and Online Policy

You may not sell any product or service that would compete with any of the Company’s products or services without permission in writing from the Vice President or President. This includes, but is not limited to training, books, products, and freelance writing.

Your Legal Liability Component of the Social Media and Online Policy

Recognize that you are legally liable for anything you write or present online. Employees can be disciplined by the company for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by company employees, competitors, and any individual or company that views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

Media Contact Component of the Social Media and Online Policy

Media contacts about our company and our current and potential products, employees, partners, customers, and competitors should be referred for coordination and guidance to the Vice President or President.

USE OF TECHNOLOGY AND THE INTERNET

This policy addresses use of the Company's electronic and telephonic communications systems, including electronic mail, voice mail, facsimiles, the internet, and the world wide web. All employees have a responsibility to use the Company's communications systems in a productive and appropriate manner in accordance with the following guidelines:

- Ownership of Systems - Electronic and telephonic communication systems are the Company's property. All information, messages and files created, sent, received, accessed, or stored on these systems are the property of the Company.

- Business Use - Electronic and telephonic communications systems are to be used to conduct Company business. Incidental, occasional and brief personal use of the systems is permitted, but such use must conform to the requirements of this policy and must not interfere with an employee's work performance or with normal business operations. Employees may not use Company funds to pay subscription fees or internet access charges unless written authorization has been obtained from the President or other designated Company official.

- Usage Against Company Policy - Electronic and telephonic communications shall not contain content that a reasonable person would consider to be defamatory, offensive, harassing, or derogatory, including but not limited to comments or images that would offend someone based on race, sex, age, national origin, religion, disability, or sexual orientation. Creating, possessing, uploading, downloading, accessing, transmitting, printing, or distributing obscene or sexually explicit materials is expressly against company policy. Abusive or profane language is not to be transmitted through the electronic and telephonic communication systems, nor may such systems be used for political causes, gambling, illegal conduct, creation or distribution of chain letters, solicitations, or other activities that are against Company policy or contrary to the Company's interests. Employees shall not use the Company's electronic and telephonic communications systems to post information, opinions, or comments to internet discussion groups (including "chat" groups) and other such forums unless specifically job-related and authorized in writing by the employee's supervisor.

- Privacy - The Company's electronic and telephonic communications systems are not private. Employees should assume that any communications created, sent, received, or stored on the Company's systems may be read or heard by someone other than the intended recipient. Consequently, personal, highly confidential, or sensitive information should not be sent through or stored on the Company's electronic and telephonic communications systems. The Company may keep an employee's communication systems addresses active for a reasonable period following the employee's separation from employment to ensure that important business communications reach the Company.

- Monitoring - The Company reserves the right to and will monitor use by employees of electronic and telephonic communications systems. The Company further reserves the right to access, retrieve, read, and disclose to third parties all electronic and telephonic communications of employees, without prior notice to the originators or recipients of such communications, to ensure compliance with this policy and to determine whether there have been any violations of law, breaches of confidentiality or security, or communications harmful to the Company's interests.

- Viruses and Tampering - Any files downloaded from the internet or other on-line services and any computer disks received from non-Company sources must be scanned with virus detection software before installation and execution. The introduction of viruses attempts to breach system security or other malicious tampering with any of the Company's electronic communications systems are expressly prohibited. Employees must immediately report any viruses, tampering or other system breaches to the President or other designated Company official.

- Copyright - Copyrighted materials belonging to entities other than the Company may not be transmitted by employees on the Company's electronic communications systems. Employees obtaining access to materials of other companies or

individuals must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only. Unlicensed software may not be loaded onto the Company's computers.

- Passwords -Passwords are an important aspect of computer security. They are the front line of protection for user accounts. As such, all Company employees are responsible for taking the appropriate steps to select and secure their passwords.

Passwords are used for various purposes at the Company. Some of the more common uses include email accounts and voicemail password. Passwords to corporate sites or for protected information shall only be released upon approval of the Vice President or President. Do not share passwords with anyone. All passwords are to be treated as sensitive, confidential information.

Here is a list of recommended "don'ts" pertaining to passwords:

- Do not reveal a password over the phone or in an email message to ANYONE
- Do not talk about a password in front of others
- Do not hint at the format of a password (e.g., "my family name")
- Do not reveal a password on questionnaires or security forms
- Do not reveal a password to co-workers while on vacation

If someone demands a password, refer them to this document or have them call your manager.

If an account or password is suspected to have been compromised, report the incident to your manager and change all passwords.

USE OF CELLPHONES AND OTHER ELECTRONIC DEVICES

This policy about cellular phone usage applies to any device that makes or receives phone calls, leaves messages, sends text messages, surfs the Internet, or downloads and allows for the reading of and responding to email whether the device is company-supplied or personally owned.

Cell Phones or Similar Devices at Work

The Company is aware that employees utilize their personal or company-supplied cellular phones for business purposes. At the same time, cell phones are a distraction in the workplace. To ensure the effectiveness of meetings, employees are asked to leave cell phones at their desk, vehicles or secure in wardrobe during work hours. Or, on the unusual occasion of an emergency or anticipated emergency that requires immediate attention, the cell phone may be carried on vibrate mode. Cell phones are provided to on call maintenance personnel for business use only. Any damages to or loss of this assigned cell phone are the responsibility of the employee. If damages occur, appropriate charges will be deducted on the next available paycheck. All company assigned cell phones must be turned in at time of termination or separation from employment.

Personal Cell Phones with Workforce Ready

The Company allows employees to use their personal cell phone to communicate to supervisors and/or office for work related conversation. Employees will not be reimbursed for the cell phones, or any related charges associated with the utilization of the communication to supervisors and/or office.

Personal Cell Phone or Similar Device Use When Driving

It is against company policy for an employee to use a cell phone, hands on or hands off, or similar device while driving or operating company equipment, whether the business conducted is personal or company related. This policy includes

receiving or placing calls, text messaging, surfing the Internet, receiving, or responding to email, checking for phone messages, or any other purpose related to your employment; the business; our customers; our vendors; volunteer activities, meetings, or civic responsibilities performed for or attended in the name of the company; or any other company or personally related activities not named here while driving. Use of Company owned vehicles or devices for personal business is discouraged. Due to research that indicates that cell phone use while driving is dangerous and may even approach the equivalent danger of driving while drunk, according to some studies. It is against company policy to use your cellular phone or similar device to receive or place calls, text messages, surf the Internet, check phone messages, or receive or respond to email while driving if you are in any way doing activities that are related to your employment. We recognize that other distractions occur during driving, however curbing the use of cell phones, while driving, is one way to minimize the risk, for our employees, of accidents. Therefore, you are required to stop your vehicle in a safe location so that you can safely use your cell phone or similar device. Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination.

COMPUTER SOFTWARE (UNAUTHORIZED COPYING)

The Company does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the users' right to make a backup copy for archival purposes (Section 117).

The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless a backup copy is not provided by the manufacturer. Unauthorized duplication of software is a Federal crime. Penalties include fines of as much as $250,000, and jail terms of up to five years. Even the users of unlawful copies suffer from their own illegal actions. They receive no documentation, no customer support, and no information about product updates.

ANTI-PIRACY (SOFTWARE PIRACY)

Software piracy is the unauthorized copying or distribution of copyrighted software, including downloading, sharing, selling, or installing multiple copies of licensed software. Software piracy also includes license infringement - installing a piece of software more times than the license permits - as well as sharing software license codes, uploading software codes to websites so others can download and use it, sharing software license codes or activation keys, as well as user IDs and passwords for web-based software applications. Software piracy is illegal and can result in both civil as well as criminal penalties. It exposes the Company to security threats including malware, ransom ware, spyware, and viruses. Violations of Software piracy will result in disciplinary action up to and including termination.

HEALTH AND SAFETY

The health and safety of employees and others on Company property is always a critical concern to the Company. The Company makes every effort to ensure compliance with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment. To this end, Company must rely upon employees to ensure work areas are kept safe and free of hazardous conditions. The responsibilities of all employees of the Company in this regard include but are not limited to:

- Exercising maximum care and good judgment always to prevent accidents and injuries.
- Reporting to supervisors and seeking first aid for all injuries, regardless of how minor.
- Reporting unsafe conditions, equipment, or practices to supervisory personnel.
- Using safety equipment and devices always provided by the Company.
- Observing conscientiously all safety rules and regulations always; and
- Notifying their supervisors, before the beginning of the workday, of any medication they are taking, that may cause drowsiness or other side effects that could lead to injury to them and their co-workers.

Failure to abide by the rules and procedures stated therein may be grounds for disciplinary action, up to and including termination from employment.

PERSONAL PROTECTIVE EQUIPMENT

Personal Protective Equipment (PPE) is protective equipment that is Company issued to certain employees for their personal protection. Upon hire, PPE necessary equipment to perform certain job functions as described in the employee's job description will be issued. Employees that do not have their PPE at jobsites once issued will be sent home without pay and receive disciplinary action. PPE must be always worn. Failure to property store and utilize PPE may result in disciplinary action and can lead to termination. Upon separation of employment, employee is to return the provided PPE. Failure to return upon separation will result in an authorized deduction of your final paycheck.

EMERGENCY OFFICE CLOSING/INCLEMENT WEATHER

At times, emergencies such as power failures, road closing, fires, or severe weather may interfere with Company operations. In such an event, the Company may order a temporary shutdown of part or all its operations. Depending on the circumstances, time off may or may not be paid. It is the policy of the Company that offices be open during normal working hours to provide the service our customers require and expect from us. Supervisors will advise employees of procedures to be followed when offices are closed because of inclement weather or when emergencies arise during the day. The President, Vice President, the customer, or designated individual has the sole discretion in determining if the office is to be closed and will communicate to all departments of such closings. Unless you are notified of the office closing, you are expected to report to work and assume that the Company offices will be open as usual. You are urged to use your own discretion in deciding whether you can commute safely to work. The Company will not require any employee to report to work during severe inclement weather; therefore, the Company is not liable for employees driving during unsafe weather conditions.

TERMINATION

All terminations are to be treated in a confidential and professional manner by all concerned. As much as an employee can terminate their employment with the Company at any time and for any reason, the Company reserves the right to terminate the employee's employment at any time and for any reason. The Company subscribes to the policy of "employment at-will"; continued employment with the Company is at the sole and exclusive option of the Company management. Permanent employment or employment for a specific term is not guaranteed or promised.

Employment with the Company is normally terminated through one of the following actions:

REDUCTION IN FORCE

While the Company hopes to continue growing and providing employment opportunities, business conditions, customer demand, and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed. Considering these uncertainties, please be advised it may become necessary to conduct layoffs at some point in the future.

In the event the Company determines to lay off any employee or several employees, the Company retains full discretion to select which employee(s) will be laid off. While Company retains full discretion, some of the relevant factors might include the Company's operational requirements and the skill, productivity, ability, and past performance of those involved. Employees terminated under this category will not be paid for any earned unused PTO hours.

VOLUNTARY TERMINATION

If an employee decides to leave his/her employment with the Company, it is asked that at least two (2) weeks written notice is given. This will give the Company the opportunity to make the necessary adjustments in the Company operations. Employees are required to return all property owned by the Company such as vehicles, computers, keys, uniforms, identification badges, credit cards, and cell phones, etc. prior to departure. If an employee resigns without notice eligibility for rehire may be forfeited. Company retains the right to require you to leave the Company premises immediately rather than work during the notice period. Employees terminated under this category will not be paid for any earned unused PTO hours.

INVOLUNTARY TERMINATION

While the decision to commence employment is consensual, the same is not always true when the time comes to end the employment relationship. As an at-will employer, the Company reserves the right to end the employment relationship at any time, with or without cause or notice. In the event an employee's employment is terminated, he or she is required to return all property owned by the Company to the appointed manager prior to their departure. Employees terminated under this category will not be paid for any earned unused PTO hours.

COMMISSIONS AND BONUSES OUTSTANDING

All unpaid bonuses and commissions will be forfeited by the employee if the employee does not leave the Company in good standing or is terminated.

TERMINATION PROCESSING PROCEDURES FOR EMPLOYEES

On the final day of employment, management must receive all keys and Company property, including credit cards, cell phones, and any property issued to the employee by the customer, such as access cards and badges. The Company will verify the terminating employee has no outstanding financial liabilities or obligations. Deductions may be made from your final paycheck to compensate for the balance due.

Employees will be given their final paycheck, if one is forthcoming, within the specified time frame of state and federal regulations, unless other arrangements have been made.

NON-SOLICITATION

Terminated employees, regardless of the reason for the employment termination, shall not, directly, or indirectly, solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors with whom they had contact during the last eighteen (18) months of employment with the Company.

Terminated employees, regardless of the reason for the employment termination, will not, directly, or indirectly, on their own behalf or on behalf of or in conjunction with any person or legal entity or company, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee of the Company

DRUG AND ALCOHOL POLICY

PURPOSE

The Objective of this policy is to develop a drug and alcohol-free workplace, which will help ensure a safe and productive work environment. It is the policy of the company that employees shall not be involved with the unlawful use, possession, sale, solicitation, or transfer of drugs and/or narcotics in any manner that may impair their ability to perform assigned duties or otherwise affect the Company's business. Further, employees shall not possess alcoholic beverages in the workplace or consume alcoholic beverages in association with the workplace or during work time. Use and misuse of alcohol or drugs can and does impair the ability of an employee to perform his/her duties safely and may endanger the employee, his/her co-workers, and the public, as well as Company property. The specific purpose of this policy is to outline the methods for maintaining a work environment free from the effects of alcohol or drug use/misuse/abuse or other substances that may affect the mind or body. If the Company is to continue to fulfill its responsibility to provide reliable and safe service to its customers and a safe work environment, employees must be physically and mentally fit to perform their duties safely and efficiently. The Company shall adhere to applicable state law should this policy be deemed to conflict with the laws of the state in which the company is operating.

POLICY

A. This Policy is not intended and will not be used to discriminate against any protected class defined by race, color, religion, sex, age, national origin, veteran status, disability, or other legally protected status.

B. The Company will not attempt to make judgments concerning whether alcohol or a drug was consumed on "personal time," as distinguished from working time. If the employee is tested and the results are positive, he/she will be considered in violation of the Company's policy.

C. Employees are expected to report for work and remain at work in the condition to perform assigned duties free from the effects of alcohol/drugs.

D. Alcohol/illegal drug use/misuse/abuse and its physiological effects represent a threat to the well-being and security of employees and could cause extensive damage to the Company's reputation, property, and community standing. Drug abuse could also instigate the shutdown of vital company installations, should the public authorities conclude that the operation of these facilities cannot be continued responsibly by Company personnel.

E. Any involvement with alcohol/drugs that affects the workplace (including rest periods and meal periods), or the work environment will not be tolerated. The manufacture, distribution, dispensing, possession, sale, purchase, solicitation, or use of a controlled substance on Company property is prohibited. The Company promotes and is a "Drug Free" workplace and has a "No Tolerance" policy concerning the use of illegal drugs or the abuse of legal drugs.

F. Off-the-job illegal drug activity or alcohol abuse that could influence an employee's job performance or that could jeopardize the safety of other employees, the public, Company equipment, or the Company's relations with the public will not be tolerated.

G. Employees must notify their supervisor of any criminal drug statute conviction or a violation occurring at a Company worksite, on company premises or Company property, or while on duty, no later than (5) days after conviction. Employees must also notify their supervisor of any convictions, which may influence the employee's position and/or responsibilities.

H. Employees who violate this policy are subject to appropriate disciplinary action, up to and including immediate termination.

I. Illegal drugs are those drugs defined as illegal under federal, state, or local laws; they include, but are not limited to:

*Marijuana, *Methamphetamines, *Cocaine, *Heroin, *Barbiturates, *Methaqualone, *Hallucinogens, *Opiates/Narcotics, *Inhalants, *Amphetamines, *Depressants and Stimulants (not prescribed for current treatment by and accredited physician)

GENERAL POLICY PROVISIONS

Any of the following actions constitute a violation of the Policy and may subject an employee to disciplinary action up to and including immediate termination:

A. Solicitation, purchasing, transferring, possessing, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting or assisting another to do so, while in the course of employment on Company property, customer premises, Company owned, leased, or rented vehicles, or on business time.

B. Working or reporting to work, conducting Company business, or being on Company premises or in a Company-owned, leased, or rented vehicle while under the influence of alcohol/illegal drugs or in an impaired condition.

C. Switching, altering, or attempting to tamper with any sample submitted for medical testing or otherwise intent erring or attempting to intent ere with the testing process and/or procedures.

D. Refusal to submit to an alcohol/drug test pursuant to this Policy.

DEFINITIONS

A. Company/Customer Premises - all Company/Customer owned, leased, or rented property used by employees such as vehicles, lockers, desks, closets, etc.

B. Drug - Amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein; and all substances listed in this policy.

C. Drug Paraphernalia - Equipment, product, or material that is used or intended for use in concealing an illegal drug or for use in injecting, ingesting, inhaling, or otherwise introducing into the human body an illegal drug or controlled substance.

D. Fitness for Duty-To work in a manner suitable for the job. To determine "fitness", a medical evaluation may include alcohol/drug testing.

E. Illegal Drug - An illegal drug is any drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage of, is illegal or regulated under federal, state, or local law or regulation, and any other drugs, including (but not limited to) a prescription drug used for any reason other than a legitimate medical reason, and inhalants used illegally. Illegal drugs include de, but are not limited to, marijuana or cannabis in all forms, heroin, hashish, cocaine, hallucinogens, depressants, stimulants, all other substances listed in this policy, and those not prescribed for current personal treatment by an accredited physician.

F. Reasonable Cause/Reasonable Suspicion - A belief that an employee is using or has used alcohol/drugs in violation of the Company's policy, drawn from specific objective and articulate facts, and may be based upon, among other things:

- observable phenomena, such as:
- the physical systems or manifestations of being under the influence of alcohol/drugs use while at work or on duty, or
- the direct observation of alcohol/drug use while at work or on duty, or
- a report of alcohol/drug use while at work or on duty, provided by reliable and credible sources and which has been independently corroborated, or
- evidence that an individual has tampered with an alcohol/drug test during employment with the Company, or
- evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while on duty while on the employer's premises, operating the employer's vehicle, machinery, or equipment, or
- when there is reasonable cause/reasonable suspicion that use of a substance is affecting performance or the employee is engaged in any of the prohibited acts or activities listed in this Policy.
- Alcohol or Drug Test - A chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids, blood, hair, saliva, or products.
- Confirmation Test - An alcohol/drug test on a sample to substantiate the results of a prior alcohol/drug test of the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior alcohol/drug test.
- Random Selection Basis - A mechanism for selecting employees for alcohol/drug testing that:
- results in an equal probability that any employee or group of employees subject to the selection made will be selected, and
- does not give the Company discretion to waive the selection of an employee selected under the mechanism.
- Under the Influence - Where there is not obvious evidence of consumption of alcohol/drugs during regular work time; including breaks and meal periods, the following will apply.
- For the purpose of this Policy, an employee will be considered under the influence when, in the judgment of the supervisor, the employee's ability to perform his/her job safely and effectively is affected using alcohol/drugs.
- Any employee who is perceived to be under the influence of alcohol/drugs will be removed from service and evaluated by medical personnel, if reasonably available. Management may take further appropriate disciplinary action.
- An employee in a job involving public contact or safety-related considerations who is not perceived to be under the influence of alcohol/drugs, but who displays evidence of alcohol/drug consumption, will be removed from service. Management may take appropriate disciplinary action.

CIRCUMSTANCES UNDER WHICH TESTING MAY BE ALLOWED

A. REASONABLE CAUSE/REASONABLE SUSPICION: The Company may request or require an employee to undergo alcohol/drug testing where the Company has "reasonable cause/reasonable suspicion" (see definition section in this Policy on this term) that the employee has violated the Company's alcohol/drug policy.

In any reasonable cause/reasonable suspicion circumstance, a representative of the Company should transport the employee to an appropriate collection site facility. The Company should then attempt to transport the employee back to the Company's premises where a spouse, family member, or other individual will be contacted to transport the employee home.

B. RANDOM TESTING: The Company may require employees to undergo testing on a "random selection basis," defined as a mechanism for selecting employees which results in an equal probability that any employee from a group will be selected. The selection method must not give the Company discretion to waive the selection of any specific employee for testing. Once a random sampling selection is made from the consortium pool of employees, the Company will notify the employee of his/her selection and the employee will be required to submit to alcohol/drug testing upon notification.

C. POST-ACCIDENT TESTING: The Company requires all employees to undergo alcohol/drug testing on all reported injuries or automobile accident involving company vehicle.

D. SCHEDULED, PERIODIC TESTING: The Company may request or require an employee to undergo alcohol/drug testing if the test is conducted as a routine part of a routinely scheduled, employee fitness-for-duty medical examination or is scheduled routinely for all members of an employment classification or group and which is part of the Company's policy.

E. APPLICANT TESTING: The Company may require job applicants to undergo drug testing as a requirement for placement and may use a refusal to undergo testing or a positive test result as a basis for refusal to hire and/or for withdrawing a conditional offer of employment.

F. POST-REHABILITATION TESTING: The Company may require an employee to undergo testing, without prior notice, for a period of two years if an employee's return to work is permitted following a positive test or following participation in an alcohol/drug dependency treatment program. This allows the Company to periodically test rehabilitated employees to ensure they comply not only with the Company's policy but also with any requirements of discharge for a "positive" result on a subsequent drug screen.

Employees taking drugs prescribed by their attending physician must advise their direct supervisor of the use thereof and any possible effects of such medication on their job performance and physical/mental capabilities. This information will be kept confidential and communicated only on a need-to-know basis as required. Employees who fail to conform to this reporting requirement may be subject to disciplinary action up to and including immediate termination. All prescription drugs must be kept in their original container.

DISCIPLINARY ACTION

A. CONSEQUENCES OF REFUSING TO UNDERGO TESTING: The Company may take immediate disciplinary action against an employee who refuses to undergo a properly requested test according to company policy. All employees who are subject to an alcohol/drug test are required to submit to the test. Failure to follow company policy may result in disciplinary action, up to and including immediate termination.

B. UNEMPLOYMENT COMPENSATION: An employee discharged based on refusal to undergo alcohol/drug testing or a positive alcohol/drug test shall be considered to have been discharged for misconduct for purposes of unemployment compensation benefits.

C. POTENTIAL ADVERSE ACTION WHICH MAY BE TAKEN AS A RESULT OF A POSITIVE TEST RESULT:

1) Immediate suspension or transfer may be taken by the Company against an employee based upon a positive test result until the appropriate action can be determined.

2) Employees who have a positive test will be subject to disciplinary action, up to and including immediate termination

3) An employee may be suspended without pay. If the employee is suspended without pay, the following steps may be taken:

a) The employee must contact an Employee Assistance Program (EAP) to learn what drug counseling resources are available. The employee will be required to seek treatment for drug abuse from a recognized professional or institution. Refusal to do so will be viewed as insubordination and the employee will be subject to discharge. The employee will be required to cooperate with EAP staff in carrying out responsibilities to coordinate the treatment process.

b) The employee must have a negative test result within a certain period from the date of suspension. In the event the employee fails to do so within this period the employee will be discharged. If, after negative results within such period an employee is unable to return to work for good reason (e.g., participation in a treatment program is not yet completed), the time at which the employee shall return to work may be extended beyond the end of the period.

c) Employees who have been suspended following a positive drug screen and who subsequently have had a negative test result will be subject to random screening for an indefinite period.

d) Employees who have been suspended for a positive alcohol/drug screen and allowed to return to work, in accordance with the procedures, will be discharged for a positive test result on a subsequent drug screen.

SPECIAL ACTION

To protect the best interest of employees, the public, and the Company, the Company will take whatever measures are necessary to find out if alcohol or illegal drugs are located or being used on Company property. These measures will not be taken unreasonably, but when the Company believes them to be justified and necessary.

The measures that may be used may include, but not be limited to, the following:

1. Federal, state, or local authorities may be called upon to assist in an investigation.

2. Unannounced drug screens of groups of employees may be conducted where a reason to suspect drug use exists. Refusal to participate in a drug screen will result in immediate removal from service and may result in termination for insubordination.

3. Searches of Company property, facilities, or equipment may be conducted by authorized personnel.

4. Searches of people and of personal property located on Company premises may be conducted by management. Searches of the person and non-Company property will not be conducted if an individual refuse to submit to a search. Upon refusal to submit to such a search, the purpose of the requested search and the potential implications of refusal will be carefully explained to the employee. Further refusal to submit will result in immediate removal from service and may result in termination for insubordination.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

While the Company does not sponsor or endorse any specific alcohol/drug treatment programs, such programs are available through public and private health care facilities in our area. While participation in an alcohol/drug treatment program does not preclude the Company's use of appropriate disciplinary action, up to and including immediate termination, participation in a treatment program may enable management to allow time for completion of such program before initiating or determining additional corrective action. However, participation will not:

1) Prevent normal disciplinary action for a violation that may have occurred already, or

2) Relieve an employee of the responsibility to perform assigned duties safely and efficiently.

COORDINATION WITH LAW ENFORCEMENT AGENCIES

The sale, use, purchase, transfer, or possession of an illegal drug or drug paraphernalia is a violation of the law. This Company may report information concerning possession, distribution, or use of any illegal drugs to law enforcement officials and any such substances found during a search of an individual or property. Searches will only be conducted of individuals and individuals' vehicles, lockers, desks, and closets based on reasonable cause. The Company will cooperate fully in the prosecution and/or conviction of any violation of the law.

ALCOHOL AND RELEASE OF LIABILITY FORM

This agreement releases Allen Concrete, LLC, its agents, managers, subsidiaries and affiliates from all liability relating to injuries that may occur during the event and consumption of alcohol. By signing this agreement, I agree to hold Allen Concrete, LLC, its agents, managers, subsidiaries and affiliates entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence.

I also acknowledge the risks involved in the consumption of alcohol. These include but are not limited to injuries, such as motor vehicle crashes, falls, drowning, and burns; violence, including homicide, suicide, sexual assault, and intimate partner violence; alcohol poisoning, a medical emergency that result from high blood alcohol levels. I swear that I am participating voluntarily, and that all risks have been made clear to me. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this activity.

By signing below, I forfeit all right to bring a suit against Allen Concrete, LLC, its agents, managers, subsidiaries and affiliates for any reason. In return, I will receive the option to consume alcohol while participating in a company event. I will also make every effort to obey safety precautions as listed in writing and as explained to me verbally. I will ask for clarification when needed.

I fully understand and agree to the above terms.

EMPLOYEE ACKNOWLEDGMENT PAGE

HANDBOOK AND SEXUAL HARASSMENT

I have read and understood the Company's Employee Handbook and Sexual Harassment Policy, which outlines the policies, practices, and benefit guidelines, and I have read and understood the information contained within. I acknowledge and understand that this Employee Handbook and the policies, practices, and regulations contained in the Handbook may be changed, modified, or eliminated at any time at the discretion of the Company. I understand I will be responsible for complying with such future changes in such policies, practices, and regulations, which may be communicated to employees whether I have signed an acknowledgment of such changes. I further understand this handbook and the representations made in it do not constitute any form of employment contract or guarantee.

DRUG & ALCOHOL POLICY and ALCOHOL AND RELEASE OF LIABILITY

I acknowledge that I have read and understood the Company' s Drug & Alcohol Policy and I have read and understood the information contained therein. I also acknowledge that the provisions of the Policy are part of the terms and conditions of my employment, and that I agree to abide by them. I also acknowledge that under certain conditions, I may be required to submit to testing of blood, urine, breath, hair, and/or saliva to determine drug or alcohol use or abuse as a condition of my continued employment with the Company. I consent to the release of the drug screen result to authorized Company representatives for appropriate review. I release and agree to hold harmless the Company, its employees, and its agents from any liability, and from any liability stemming from negligence to me based on the results of the drug screening.

NOTICE TO EMPLOYEES CONCERNING WORKERS' COMPENSATION IN TEXAS COVERAGE:

Allen Concrete is a subscriber to the Texas Workers' Compensation Act and carries insurance to cover the cost of work-related injury or illness. Any work-related illness or injury must be reported to your supervisor immediately. Failure to do so may result in denial of your workers' compensation benefits and disciplinary action. You will be given an accident report to complete. You will be sent for a required drug and alcohol test medical treatment if necessary. Failure or refusal to submit to such testing may be grounds for dismissal. Workers' compensation law does not provide for or otherwise require leaves of absence. Any time off from work because of a work-related injury is provided under and subject to the Company's Leave of Absence policy. By acknowledging in receiving this handbook, employee confirms he/she has received information that informs of how to get health care under employer's workers' compensation insurance. If employee is hurt on the job and live in a service area described in this packet, employee understands that:

- Employee must choose a treating doctor from the list of doctors in the network or, employee may ask his/her HMO primary care physician to agree to serve as treating doctor. If employee selects his/her HMO primary care physician as treating doctor, employee will call Allen Concrete posted Workers Compensation carrier to notify them of choice.
- Employee must go to my treating doctor for all health care for injury. If specialist is needed, treating doctor will refer to a specialist. If emergency care is need, employee may go anywhere.
- Workers Compensation will pay the treating doctor and other network providers for the treatment for compensable injury.
- Employee may have to pay the bill if chosen to get health care from someone other than a network doctor without prior network approval.

Knowingly making a false workers' compensation claim may lead to a criminal investigation that could result in criminal penalties such as fines and imprisonment.

DO NOT SIGN THIS ACKNOWLEDGEMENT of APPLCIATION PAGE UNTIL YOU HAVE READ THE ENTIRE EMPLOYEE HANDBOOK.

I have signed the Acknowledgment of Application Receipt on Allen Concrete employment application and retained a copy of this handbook for my record on the date specified on my application. I understand that this form will be retained in my personnel file.