



Durable Surfaces

Repair | Technical | Coatings

EMPLOYEE HANDBOOK

Revised March 2022

Contents

- 1.0 EMPLOYEE WELCOME MESSAGE4
- 1.1 Welcome to Durable Surfaces Concrete Repair4
- 1.2 MISSION STATEMENT5
- 1.3 ATTITUDE STATEMENT5
- 2.0 EMPLOYMENT6
- 2.1 At-Will Employment.....6
- 2.2 Equal Employment Opportunity6
- 2.3 Disability Accommodations (ADA).....7
- 2.4 Confidentiality and Proprietary Information7
- 2.5 Job Postings, Promotions, and Employee Referrals8
- 2.6 Employee Referrals8
- 3.0 EMPLOYMENT STATUS AND RECORDS.....9
- 3.1 Employment Categories.....9
- 3.2 Introductory Period10
- 3.3 Personnel Files / Personal Data Changes.....10
- 3.4 Employment Termination11
- 3.5 Outside Employment.....11
- 4.0 WAGE ADMINISTRATION11
- 4.1 Wage Policy11
- 4.2 Workweek - Hours of Work12
- 4.3 Rest and Meal Periods12
- 4.4 Timekeeping12
- 4.5 Overtime13
- 4.6 Paydays13
- 4.7 Administrative Pay Corrections13
- 4.8 Pay Deductions and Setoffs13
- 5.0 GENERAL EMPLOYMENT POLICIES.....14
- 5.1 Environmental, Health and Safety14
- 5.2 Safety Rules14
- 5.3 Company Tools & Equipment.....15
- 5.4 Travel Time Policy.....16
- 5.5 Business Travel Expense.....16
- 5.6 Corporate Credit Card Usage.....17
- 5.7 Vehicle Policy.....18
- 5.8 Cell Phone Use Policy.....20
 - 5.8.1 *Personal cellphones*20
 - 5.8.2 *Company-provided cellphones*.....21
- 5.9 Visitors in the Workplace.....21
- 5.10 Computer and E-Mail Usage21
- 5.11 Workplace Monitoring/ Security Inspection22
- 5.12 Telecommuting22
- 6.0 EMPLOYEE CONDUCT23
- 6.1 Employee Conduct and Work Rules23

6.2	Attendance and Punctuality	24
6.2.1	<i>No Call-No Show</i>	24
6.3	Drug and Alcohol Policy.....	24
6.4	Tobacco in the Workplace.....	26
6.5	Sexual Harassment and Other Forms of Unlawful Harassment	26
6.6	Personal Appearance	27
6.7	Solicitations and Distribution.....	28
6.8	Progressive Discipline	28
6.9	Problem Resolution.....	28
7.0	EMPLOYEE BENEFITS.....	29
7.1	Holidays	29
7.2	Paid Time Off (PTO)	30
7.3	Medical Insurance	32
7.4	Dental Insurance.....	33
7.5	Vision Insurance	33
7.6	Benefits Continuation (COBRA).....	33
7.7	Absence from Work/Layoff	33
7.8	Life Insurance.....	33
7.9	Voluntary Life Insurance	33
7.10	401(K) Retirement Plan.....	34
7.11	Hourly Retirement Credit (HRC)	34
7.12	Short-Term Disability	34
7.13	Long-Term Disability (LTD).....	34
7.14	Bereavement Leave.....	35
7.15	Jury Duty.....	35
7.16	Leaves of Absences	35
7.16.1	<i>Family and Medical Leave of Absence Policy</i>	36
7.16.2	<i>Military Leave (USERRA)</i>	39
7.16.3	<i>Other Leave</i>	40
7.17	Workers' Compensation Benefits.....	42
8.0	WORKING CONDITIONS	42
8.1	Cold Storage Work Policy	42
8.2	On-Call Policy	43
8.3	Layoff and Recall	43
9.0	Acknowledgment of Receipt and Review	44
9.1	Acknowledgment of Receipt and Review.....	44
	Addendum A.....	45
	DURABLE SURFACES COMPANY GRIEVANCE FORM.....	45

1.0 EMPLOYEE WELCOME MESSAGE

1.1 Welcome to Durable Surfaces Concrete Repair

When you work for Durable Surfaces Concrete Repair (Durable Surfaces) , you join an organization that is committed to its employees and to customers who are looking for solutions and long-term relationships. Durable Surfaces is committed to ensuring your success and safety in your new career. Don't hesitate to contact your Human Resources Department with any questions or concerns.

This handbook is a general statement of our current basic employment policies, practices and procedures. This handbook covers employees who work for Durable Surfaces. It explains what is expected of you and highlights some of the benefits, which may be available to you as an employee. Please note, however, that nothing contained in this handbook shall be construed as a promise of employment and/or contract of employment, whether express or implied.

The contents of the Handbook are presented as guidelines of some of the current policies and procedures of the Company. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time.

This document represents the official position of the company unless and until revised in writing and signed by the president and human resources.

This Handbook is Company property and must be returned upon leaving employment with Durable Surfaces.

Please understand that no employee handbook can address every situation in the workplace. If you ever have questions about your employment, you are encouraged to ask them. If you have any difficulty reading or understanding any of the provisions of this handbook, please contact Human Resources. Likewise, if you have any suggestions related to Company policies or procedures, please let us know.

We wish you success in your employment here at Durable Surfaces!

1.2 MISSION STATEMENT

Our mission is to create a culture within our organization and throughout our local industry that places "doing the right thing" at the forefront of our business and personal endeavors. Our clients will look to Durable Surfaces Concrete Repair and its employees for solutions and Long term relationships. The healthy attitude of our organization and the progressive approach we take towards concrete construction will ensure high quality at a competitive price for our customers. At no time will safety be sacrificed in accomplishing our goals.

1.3 ATTITUDE STATEMENT

"The longer I live, the more I realize the impact of attitude on Life. Attitude, to me, is more important than education, than money, than circumstances, than failures, than successes, than what other people think or say or do. It is more important than appearance, giftedness or skill. It will make or break a company ... a church ... a home. The remarkable thing is we have a choice every day regarding the attitude we will embrace for that day. We cannot change our past... we cannot change the fact that people will act in a certain way. The only thing we can do is play on the one string we have, and that is our attitude... I am convinced that life is 10% what happens to me and 90% how I react to it. And so it is with you... we are in charge of our Attitudes!"

Durable Surfaces Concrete Repair

2.0 EMPLOYMENT

2.1 At-Will Employment

It is specifically understood and agreed that Employee's employment with Company is on an at-will basis. This means that both the Employee and the Company each have the right to terminate the employment relationship at any time, with or without notice and with or without cause. Any questions which you may have concerning the terms or conditions of your employment should be referred to your supervisor or the human resources department.

While the company will normally attempt to provide employees with advanced notice of any change, we reserve the right to assign employees to any job(s) and/or location of any job(s), which, in the Company's opinion, may be best for the Company.

Nothing in the employee handbook or any other Company document should be understood as creating guaranteed or continued employment, a right to termination only "for cause," or of any other guarantee of continued benefits or employment. Only the President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President.

2.2 Equal Employment Opportunity

Durable Surfaces is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment which is free of harassment, discrimination, or retaliation because of age (40 and over), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Company's Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of the Company's Equal Employment Opportunity Policy.

We are all responsible for upholding the Company's Equal Employment Opportunity Policy and any claimed violations of that policy should be brought to the attention of your manager and/or the person(s) responsible for human resources.

2.3 Disability Accommodations (ADA)

Durable Surfaces is committed to complying with the Americans with Disabilities Act (ADA), and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on non-discriminatory basis.

Qualified applicants or employees who inform the Company of a physical or mental disability requiring accommodation in order for them to perform the essential functions of their jobs should inform Human Resources or supervisor of this so that we can together discuss what accommodations are available and appropriate.

Procedure for reasonable accommodation requests:

- Employee advises Human Resources or supervisor of the need for accommodation. Employee completes a Request for Accommodation form and gives it to his or her supervisor.
- The accommodation request will be discussed with the employee and the employee's manager(s).
- The employee may be required to provide documentation supporting a disability, including medical certification.
- If a reasonable appropriate accommodation is readily available, the request will be approved, and the accommodation implemented.
- If an accommodation is not readily ascertainable, the matter will be pursued further with assistance from appropriate external resources.

The Company will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Company will consider are cost, the effect that an accommodation will have on current established policies, and the burden on operations -- including other employees -- when determining a reasonable accommodation.

2.4 Confidentiality and Proprietary Information

The Company has operational systems, computer programs, formats, and techniques that are unique in our industry. Our employees may have access to confidential and valuable knowledge and information concerning our and our customers' accounts, business practices, methods, policies, training and operational procedures, and other confidential, proprietary, copyrighted, and important information of a non-public nature, all of which are private to the Company and our customers. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from a supervisor.

During the term of employment by the Company and following any termination of employment, no employee may, in any manner or for any purpose, directly or indirectly, for him or herself or in concert, collaborate with or for any other employer, person, firm or corporation, in any way remove, disclose, distribute, destroy or reproduce in any manner whatsoever, in whole or in part, any of the confidential, proprietary or copyrighted information, documents or systems set forth or contemplated above. Violation of this policy may lead to dismissal and/or subject the offending person to legal action.

In order to ensure compliance with all applicable laws and to meet the quality service standards that our customers expect, your business-related telephone calls may be monitored (section 5.10 Workplace Monitoring/Security Inspection").

Employees who are exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Any employee who has information that leads them to suspect that an employee or competitor is obtaining such information is required to inform their supervisor or Human

Resources.

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

2.5 Job Postings, Promotions, and Employee Referrals

It is Durable Surfaces' policy to encourage transfers and promotions in preference to hiring outside the organization. Accordingly, as the opportunity for advancement occurs, promotions will be given to those who, in the opinion of the Company's management, have handled their work well and who have prepared themselves for greater responsibility by developing their abilities and skills, as well as exhibiting the competence essential to the work of a particular job and whose general work and personal performance, attendance, initiative, job interest, and conduct suggest such promotion.

Durable Surfaces recognizes the benefit of developmental experiences and encourages employees to talk with their supervisors or the Human Resources Department about their career plans. Supervisors are encouraged to support employees' efforts to gain experience and advance within the organization.

Durable Surfaces provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general, notices of regular, full-time job openings may be posted, although Durable Surfaces reserves its discretionary right to not post a particular opening.

There are three basic types of job changes:

- **Promotions** - A promotion is considered a change to a job classification having different job content and a higher rate of pay. Promotions are based on the needs of the Company. The Company considers the qualifications of each candidate, including such factors as education, training, experience, performance, attendance, length of service and other relevant considerations.
- **Transfers** - A transfer is a change to another job classification having different job content but the same rate of pay. Transfers facilitate Company efficiencies, staff flexibility and employee potential to the fullest. Any employee with an interest in moving from one position to another may request a transfer. Transfer requests are initially discussed with the employee's supervisor and the Human Resources Department. The requests are evaluated without regard to any consideration precluded by law. Each request is handled on an individual, case-by-case basis.
- **Demotions** - A demotion is a change to another job classification having different job content and a lower rate of pay. This could result when an employee is returned to a prior position with the Company.

2.6 Employee Referrals

Durable Surfaces encourages employees to identify friends or acquaintances that are interested in employment opportunities and refer qualified outside applicants for jobs. Employees should obtain permission from the individual before making a referral, and not make commitments or oral promises of employment.

An employee referral compensation program has been established to reward those employees who refer qualified outside candidates to Durable Surfaces. The referred candidate must be hired, and remain employed with Durable Surfaces for three (3) continuous months of service with no written or verbal disciplinary action on file, and six (6) continuous months of service with no written or verbal disciplinary action on file to receive the second referral bonus. The Employee Referral Program is effective from this day forward and is not retroactive.

Durable Surfaces reserves the right to terminate or make changes to this benefit without written notice. The employee referral program is as follows:

Entry-Level New Hire

Period	Employee Receives	New Hire Receives
3 months	\$500	\$250
6 months	\$1000	\$750

Experienced New Hire

Period	Employee Receives	New Hire Receives
3 months	\$1000	\$500
6 months	\$2500	\$1000

3.0 EMPLOYMENT STATUS AND RECORDS

3.1 Employment Categories

It is the intent of Durable Surfaces to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both employee and Durable Surfaces.

Each employee is designated either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

- **Regular Full-Time Employees** - Regular full-time employees are those who are not in a temporary or introductory status and who are regularly scheduled to work the Company's full-time schedule. They are eligible for Durable Surfaces' benefit package, subject to the terms, conditions, and limitations of each benefit program.
- **Part-Time Employees** - Part-time employees are those who are not assigned to a temporary or introductory status, and who are regularly scheduled to work less than forty (40) hours per week. While they do receive all legally mandated benefits, such as Social Security and Workers' Compensation, they are ineligible for Durable Surfaces' other benefit programs, unless otherwise required by law.
- **Introductory Employees** - Introductory employees are those whose performance is being evaluated to determine whether further employment in a specific position or with Durable Surfaces is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.
- **Temporary/ Contingent Employees** - Temporary/Contingent employees are those hired as interim replacements to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. Temporary employees are ineligible for any of Durable Surfaces 's benefits programs unless otherwise required by law.

3.2 Introductory Period

The introductory period is intended to give employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations.

Durable Surfaces uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the Company may end the employment at-will relationship at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first ninety (90) calendar days after their date of hire. Employees who are promoted or transferred with Durable Surfaces must complete a secondary introductory period of the same length with each reassignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If Durable Surfaces determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

In cases of promotions or transfers within the Company, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to his/her former job, or to a comparable job for which the employee is qualified, depending on the availability of such position and the Company's needs.

Upon satisfactory completion of the introductory period, employees enter the "regular" employment classification. New employees are eligible for those benefits that are required by law and for other designated benefits only after becoming regular employees.

Benefit eligibility and employment status are not changed during the secondary introductory period that results from a promotion or transfer with the company.

3.3 Personnel Files / Personal Data Changes

Durable Surfaces maintains a personnel file on each employee. The personnel file includes such information as the job application, records of training, documentation of performance, salary increases, disciplinary measures, personal data, driver's licenses, motor vehicle reports and other employment records.

Personnel records are the property of Durable Surfaces, and access to the information is restricted. Generally, only supervisors and management personnel of the Company, who have a legitimate reason to review information, are allowed to do so. Current employees who wish to review their own file should contact the Human Resources Department to set up a convenient time to do so. The file can be reviewed in the Company's office and in the presence of a Human Resource's designated individual. Employees may not copy, remove, or alter any documents in the file.

It is the responsibility of each employee to promptly notify the Company of any changes in personal data in order to keep the Personnel Record current. Examples of such personal information include:

- Name
- Current address
- Telephone number
- Immigration status or other change in employment eligibility
- Marriage/family status

- Names, relationship and addresses of dependents of the employee;
- Names and addresses of insurance beneficiaries
- Person(s) and phone numbers to contact in event of emergency
- A description of any condition or circumstance which reduces the employee's ability to properly, regularly and promptly report for work or to fully and productively perform the essential elements of the duties of his or her job or position, with or without reasonable accommodation
- All other applicable and related information and data.

Failure to notify the Company of any changes to your personal data may result in loss of benefits or delayed receipt of W-2 and other mailings.

3.4 Employment Termination

Employment is an at-will relationship and can be terminated by either the employee or the Company, at any time.

Enabling the company to continue to meet the customers' needs, the Company requests at least a two-week written notice be provided when the voluntary act of resignation is initiated.

The Company does not pay or pro-rate for unearned Paid Time Off (OTO) or other unearned benefits whether the employee is terminated for cause, or chooses to leave voluntarily.

Employees are responsible for all Durable Surfaces property, materials or written information issued to them, or in their possession or control. Upon termination, or upon Company request, all issued property must be returned immediately. Durable Surfaces may withhold from the employee's check, or final check, the cost of any items that are not returned when required in accordance with federal and state law. The Company may also take all action deemed appropriate to recover or protect its property.

3.5 Outside Employment

Outside employment which creates a conflict of interest or which affects the quality or value of your work performance or availability at the Company is prohibited. The Company recognizes that employees may seek additional employment during off hours, but expects, in these cases, that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect the employee's ability to effectively perform his or her duties. Any conflicts should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

4.0 WAGE ADMINISTRATION

4.1 Wage Policy

It is the Company's wage policy to give every employee fair and reasonable pay for the services which he or she performs in the job for which the employee was hired, or at which the employee thereafter is assigned. Wage rates, increases and status- improvements are based upon the individual employee's skills, experience, production level, work attendance, work performance, conduct and the other applicable standards for measuring fair wages. The Company continuously seeks to stay competitive by surveying the wages and salaries of other regional and industry companies.

4.2 Workweek - Hours of Work

The Company's workweek consists of seven (7) consecutive calendar days commencing Monday and continuing through Sunday.

The workweek of individual employees normally consists of five (5), eight (8) hour days. Primary work shifts are subject to change depending on the need for specific job sites.

The schedules of Exempt and/or Office Personnel will differ from the Field Personnel, depending upon the needs of their respective departments.

When operational necessity requires, regularly scheduled working hours may change, as well as the number of days worked per week. To meet the needs of our customers, it may be required to work overtime; overtime could become mandatory, if needed.

4.3 Rest and Meal Periods

Hourly employees who work at least an eight (8)-day will be provided a 30-minute meal break during the day.. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of active responsibilities and restrictions during meal periods, and will not be compensated for this time. It is required to clock out and in for this meal period.

Employees who are scheduled to work more than an eight (8)-hour shift will also receive an additional paid 15-minute break. Supervisors will advise employees of the scheduled break time. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond their allotted time. Rest periods will be at the discretion of supervisor depending on the daily task and job conditions.

4.4 Timekeeping

Accurately recording time worked is the responsibility of every exempt and non-exempt employee. Federal and state laws require Durable Surfaces to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is the time actually spent on the job performing assigned duties (not travel time to and from home the jobsite).

Hourly, non-exempt employees' time will generally be recorded by their crew Foreman, and submitted to the office for processing. (Employees who track their own time should speak to their Project Manager regarding this process.) Employees, however, are required to notify the company of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntary missed meal or break periods, noted in their timesheet.

All timecards need to be submitted to the office no later than the end of the day in which those hours are worked. If a company holiday is on a Monday, timecards will need to be approved and submitted last day worked before the holiday.

Altering, falsifying, tampering with time records will result in disciplinary action, up to and including termination.

It is the supervisor's responsibility to review and approve all timecards before submitting them for payroll processing. Any questions regarding time worked should be addressed with your supervisor.

4.5 Overtime

When operating requirements or other business needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. Occasionally it may be necessary to work required overtime depending upon the Company's needs to satisfy our customers. All overtime work must receive the supervisor's prior authorization.

Overtime compensation is paid to nonexempt employees in accordance with federal and state wage and hour restrictions, which is time and half any hours worked over 40 hours per week. Overtime pay is based on actual hours worked. Time away from work for sick leave, vacation leave, or any other leave of absence will not be considered hours worked for purposes of calculating overtime payment.

Because some jobs necessitate scheduled overtime, it may be required for employees to work overtime. Failure to work scheduled overtime, or overtime worked without prior authorization, may result in disciplinary action, up to and including termination.

4.6 Paydays

Durable Surfaces pays their employees on a weekly basis. The regular weekly payday is Friday. Should any pay period fall on a holiday, you will be paid on the preceding workday. Such pay will encompass workdays actually worked or treated by the Company as having been worked, such as holidays, vacations, etc. during the Company's workweek immediately preceding the week in which the payday falls.

Employees are required to be paid by direct deposit. Employees will complete a direct deposit authorization form at hire, and may update their designated financial institution at any time. Employees will receive an itemized statement of the moneys that were deposited. Direct Deposit is REQUIRED for the convenience of both employee and employer.

Employee with any questions regarding this policy, or who are unable to set up direct deposit immediately, should speak to Human Resources.

4.7 Administrative Pay Corrections

Employees are responsible for ensuring that their time records, used for processing payroll, are accurate. However, Durable Surfaces takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck, and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error with the paycheck, the employee should promptly bring the discrepancy (including both under payment and over payment) to the attention of the Payroll Department for resolution. If there is an unresolved problem, the Human Resources Department should be contacted.

4.8 Pay Deductions and Setoffs

The Company is required by federal, state, and certain local laws to withhold certain deductions from your paycheck. This includes income and unemployment taxes, and FICA contributions (Social Security and Medicare) as well as any other deductions required under law or by court order for wage garnishments.

The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

If you believe that an improper deduction has been made to your paycheck, you should immediately report this information to your Project Manager or the Payroll Department.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Contact the Payroll Department for any questions about your paycheck.

5.0 GENERAL EMPLOYMENT POLICIES

5.1 Environmental, Health and Safety

Durable Surfaces is committed to protecting the environment and the health and safety of our employees, our customers and community where we operate. Meeting this commitment is a primary management objective and the individual and collective responsibility of all Durable Surfaces employees. To that end, we will:

- Comply with all applicable environmental, health and safety laws and regulations, including federal, state and local requirements.
- Continue improvement in our environment, health and safety performance by implementing management systems and work with our suppliers and customers to promote responsible practices.
- Reduce environmental impact of our operations and products by conserving natural resources; striving to eliminate waste, minimizing the use of hazardous materials; reusing and recycling materials; and responsibly managing energy use.
- Motivate and prepare all employees to take personal accountability for protecting the environment and creating a safe and healthy workplace.
- Be a leader in deploying and promoting innovative, cost-effective environmental, health and safety technologies and procedures.
- Provide Durable Surfaces employees with initial and refresher training in occupational health and safety, hazardous materials management, fire prevention and response, and environmental awareness, consistent with the highest standards of professional practice.

Durable Surfaces provides information to employees about workplace safety and health issues through regular internal communication channels such as employee meetings, bulletin board postings, memos, or other written communications.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or a manager. Reports and concerns about workplace safety issues may be made without fear of reprisal. Employees must report any unsafe condition.

5.2 Safety Rules

Employees are expected to comply with all public safety laws, as well as the Company's safety rules and policies. The following safety rules have been established by the Company to be observe in the field area. Failure to observe them could result in disciplinary action, up to and including termination of employment.

Job Site Requirements:

- Safety glasses must be worn at all times.

- Hardhats must be worn at all times.
- No open-toed shoes, clogs, sandals or high heels.
- No tank tops or cut-off sleeves - all tops must have sleeves.
- Long pants are required.
- No loose or hanging jewelry.
- Hair below the shoulder must be tied back.
- No earphones (Walkman, portable radios, etc.).
- Use safety equipment, gear, and devices provided for performing designated jobs.
- Safety vests or company fluorescent shirts must be worn at all times.
- Safety gloves must be worn at all times.
- No lifting, in excess of 50 pounds, without assistance.
- Respirators must be utilized as OSHA rules dictate. Employees must have fit tests and pass to comply with OSHA requirements as a condition of employment due to the nature of the work. Respirators shall be provided by Durable Surfaces and replaced per OSHA standards. Lost or damaged respirators due to negligence or misuse will be charged to the employee. (See OSHA Standard 1910.134 for more information.)

In case of an accident that results in injury, regardless of how insignificant the injury may appear, employees must immediately notify his/her supervisor. Such reports are necessary to comply with legal requirements, and initiate insurance and workers' compensation benefits, if applicable.

For all injuries requiring medical assistance, the employees are required to be treated with the medical office/doctors that the Company has designated, per state regulations. Please contact your Safety Director or the Human Resources Department for the names of the designated treating facilities and doctors.

Safety is our number one priority and should be treated as such by all employees and management. At any time, if you see or are placed in an unsafe work situation, immediately notify your Supervisor of the situation.

When it becomes necessary, our company reserves the right to discipline employees who knowingly violate company safety rules or policies. Disciplinary measures will include, but are not limited to:

- Verbal warning (documented) for minor offenses.
- Written warning for more severe or repeated violations.
- Suspension without pay, if verbal and written warnings do not prove to be sufficient.

Egregious Safety Violations MAY result in immediate termination upon the completion of an investigation.

5.3 Company Tools & Equipment

All DS employees must maintain their work environment in an orderly fashion and follow all DS rules to ensure its proper use and maintenance. Employees who are assigned company tools or equipment are expected to take proper care of those items, and may be held liable for damage to, or loss of, these items.

Please note the following regarding employee use of company property:

- Hardhats will be individually assigned and provided to employees in safety-sensitive positions. Employees who are assigned a hardhat (via a serial number and name tag) will be required to review and sign a Hardhat Agreement prior to receipt.
- Visors will be replaced as necessary by the Company.
- Hearing protection and helmets will be the responsibility of the employee. However, hearing protection

can be exchanged (due to normal wear-and-tear, or malfunction, at no cost to the employee.

- The Company will provide employees with up to one liner per quarter. (Liners and chin straps may be exchanged at no cost to the employee.
- Employees may be held financially liable (as applicable by law) for any damage to hardhats resulting from employee misuse or mistreatment. Similarly, employees will be held financially-liable for lost hard hats.

Any employee who is found to have neglected or misused DS property will be subject to disciplinary action up to and including termination.

DS tools and equipment are intended for business use only. Failure to return company property upon resignation or termination will result in the cost of the property being deducted, as applicable by law, from the employee's final check.

5.4 Travel Time Policy

Some non-exempt positions within Durable Surfaces require travel. Durable Surfaces pays nonexempt employees for travel time in accordance with the Fair Labor Standards Act (FLSA).

"Jobsite work time," for the purposes of this policy, is defined as an employee's regularly scheduled work hours (e.g. 7:30 a.m. to 3:30 p.m.) performed at the jobsite. This definition applies to normal workdays (Monday through Friday).

Generally, an employee is not at work until he or she reaches the jobsite. However, Durable employees that are required to come to the Company to prepare for the day, set up the crews and the vehicles will be paid their regular rate of pay from the time they arrive at the Company office to prep for the day. Typically, this process should take approximately 30 minutes. For those employees who are required to come to the Company to prepare for the day, drive time from the Company to the jobsite will be paid at the drive time rate.

Employees who are not responsible for prep but are asked to come to the Company office to travel together will be compensated drive time rate from the moment the trucks leave the Company (as determined by Google Maps "fastest route"), barring extraordinary circumstances. The driver will be paid at the regular rate of pay. Time spent driving a company vehicle for work purposes is compensable time, but is generally paid at a "Drive Time Rate". This rate is determined based on state and local minimum wage statutes. . The company reserves the right to revise and adjust this rate.

The time traveling from the employee's home to the Company or jobsite is known as "Commute Time," and will not be compensated.

5.5 Business Travel Expense

Durable Surfaces will manage all business travel expenses incurred while on assignments away from the normal work location. To that end, the actual costs of travel, lodging, and other expenses is paid for by Durable Surfaces, and as such, only the Office Manager, Superintendents and Foreman should be involved in the booking of travel accommodations.

Generally, all hotels should be booked by a Superintendent or Foreman through a pre-approved booking partner website/application. Hotels will be booked based on their vicinity to the job location and standard overnight costs.

All air travel must be booked by the Office Manager. Project Managers are responsible for providing travel

details (such as travel dates, employees involved, job budget) to the Office Manager. Flights are generally booked as round-trip, but may be redirected based on job needs. Once flights are booked, those employees who are travelling will be provided their flight confirmation details via email. Employees must keep the Office Manager updated of any demographic changes to ensure flights are properly booked under their current legal names.

The Office Manager will also manage and pay for all rental car bookings by providing the driver's license information of any employee who will be operating a rental vehicle to the agency as needed. As such, it is critical that employees ensure the Office Manager is aware of any demographic updates (names, address, etc.), and provided current Driver's Licenses, to ensure vehicles are properly booked. Once rental vehicles are booked, those employees who are travelling will be provided their rental confirmation details via email.

Employees who travel for out-of-town work are eligible for a meal Per Diem, which is administered through the Payroll department. The Per Diem is based on the number of over-night stays, not by the day. (i.e., Travel from Monday through Friday (5 Days) will result in 4 days' worth of the per diem.)

Employees should contact their supervisors for guidance and assistance on procedures related to travel arrangements, Per-Diems, or any other business travel issues. Employees who are not authorized to book travel accommodations are expressly prohibited from doing so. Employee who book unauthorized travel accommodations may be subject to disciplinary action up to and including termination.

5.6 Corporate Credit Card Usage

Based on the nature of their role, some employees may be provided a corporate credit card. The corporate credit card is a work tool as such it should be used exclusively for business purposes. It cannot be used to obtain cash advances, bank checks, traveler's checks, or electronic cash transfers for expenses other than those incurred by the assigned employee named on the card for business expenses. Misuses of the card will result in cancellation of the card, withdrawal of corporate credit card privileges and disciplinary measures up to termination. The company reserves the right to pursue any legal actions that can be derived of such misuse. If the card is used for an employee's personal expenses, the employer reserves the right to recover these monies from the employee cardholder. Cardholders will be required to sign a declaration authorizing the company to recover, from their salary, any amount incorrectly claimed.

Regular, full-time employees who may require a corporate credit card must obtain written approval from their supervisor using the attached support document. Eligibility for a corporate credit card, is at the company's discretion; typically, a corporate credit card is provided to an employee who travels frequently in the course of his/her duties, purchase significant volumes of goods and services for use by the employer, or incur other regular frequent business expenses of a kind appropriately paid by credit card.

Each card will have an individual limit accordingly. Increases to the established maximum may be made on a case-by-case basis by the Chief Financial Officer.

Corporate credit card expenditures must be reconciled and submitted with original receipts to the Accounting/Finance Department within 10 business days of the statement date. Cardholders who have not reconciled and submitted their monthly expenditure within this period will be asked to reconcile and submit their monthly expenditure immediately. Continued or repeated non-conformance to this policy will result in cancellation of the card and such other actions as appropriate. If the card expenditures are not reconciled and submitted within a month of the statement date or a plausible explanation has not been received by Accounting/Finance Department, the employee's corporate credit card will be cancelled.

Lost or stolen cards must be reported immediately to the Chief Financial Officer.

5.7 Vehicle Policy

This Vehicle Policy must be adhered to by all employees and independent contractors of Durable Surfaces while operating any vehicle in the employee/independent contractor's scope of employment. The "Scope of Employment" as used in this Vehicle Policy is defined as: any part of employee/independent contractor's work, responsibilities, and/or requirements to fulfill employee/independent contractor's work or responsibilities at Durable Surfaces that require utilizing a vehicle. (This does not include transportation to and from Durable Surfaces at the start and end of each workday in employee's/independent contractor's personal vehicle.) The Scope of employment includes but is not limited to travel in any vehicle between Durable Surfaces locations, sales calls, deliveries between locations or to third parties for Durable Surfaces use of a rental car retained by Durable Surfaces while on Durable Surfaces business, and use of a Durable Surfaces owned or leased vehicle for Durable Surfaces business. The Scope of employment as used in this Vehicle Policy shall include the provision of independent contractor services for Durable Surfaces For the purposes of this Vehicle Policy, and any association hereof, "any vehicle(s)" or "vehicle(s)" shall include, but not be limited to, any company-owned, leased or rented vehicle or non-company owned vehicle(s) used in the Scope of employment for Durable Surfaces Violation(s) shall result in disciplinary action, including grounds for termination of employment or of independent contractor/professional services contract. Durable Surfaces reserves the right to deny any employee or independent contractor work-related driving privileges.

ADMINISTRATION

- Durable Surfaces may obtain motor vehicle records on employees or independent contractors who operate a vehicle in the Scope of employment for Durable Surfaces
- The Vehicle Policy extends to all individuals involved in the operation or ownership of vehicles used in the Scope of employment for Durable Surfaces.

OPERATING STANDARDS FOR ALL DURABLE SURFACES EMPLOYEES

- An employee/independent contractor operating any vehicle in the Scope of employment must have a valid driver's license or Occupational License, meet these operating standards, and, if an "Authorized Employee" as defined below, meet the Additional Criteria for Regular Operators. It is employee/independent contractor's responsibility to notify Durable Surfaces if employee/independent contractor's license is revoked and employee/independent contractor does not have an Occupational License that permits employee/independent contractor to satisfy employee/independent contractor's duties under his or her Scope of Employment; or these Operating Standards are no longer met. Additionally, if the employee/independent contractor is an "Authorized Employee", as defined below, he or she must also notify Durable Surfaces if he or she no longer meets the criteria for regular operation.
- There is no tolerance for the use of intoxicants or controlled substances, including prescription medication that may impair an employee/independent contractor's ability to drive safely, while operating any vehicle in the scope of employment for Durable Surfaces. All occupants of any vehicles operated during the Scope of employment must wear seat belts / restraints at all times.
- Operators of any vehicle used in the scope of employment shall exercise responsible and prudent operation, including adherence to all Federal, State and local laws. Any vehicle used in the scope of employment must be maintained in a good and safe operating condition.
- Employees/independent contractors operating any vehicle other than company-owned/leased vehicles in the scope of employment shall ensure that any State-mandated insurance coverage is maintained on the vehicle.
- Use of Company-owned, leased or rental vehicles is limited to employees/independent contractors only for Durable Surfaces business. Company-owned, leased or rental vehicles are not to be operated by non-employees/non-independent contractors of Durable Surfaces except in emergency situations.

Occupants are limited to work-related persons.

- NEVER leave the scene of an accident. Follow the procedures set forth on your insurance card (if accident occurs in your personal vehicle being used in the scope of employment) or on the Durable Surfaces Insurance card if you are in a company owned, leased or rented vehicle.
- Any bodily injury or accident involving a fatality occurring in the scope of employment or in a Company-owned, leased or rental vehicle should be reported immediately to Human Resources or the VP Operations at Durable Surfaces corporate office.

REVOCACTION OF DRIVING PRIVILEGES

- Conviction of any violation(s) relating to operating under the influence of intoxicants or controlled substance can result in the loss of driving privileges under this Durable Surfaces Vehicle Policy for two years or more. A second conviction, or a conviction related to operating under the influence of intoxicants or controlled substance in the Scope of employment can result in the permanent loss of driving privileges and/or termination of employment or of independent contractor/professional services contract.
- Any observed/reported driving in the scope of employment that puts Durable Surfaces on notice that employee/independent contractor's driving may be putting the employee/independent contractor or any others at risk while operating a vehicle in the scope of employment, may, in Durable Surface's sole discretion result in any or all of the following: the immediate suspension of employee/independent contractor's authorization to drive a Company-owned, leased or rental vehicle; subject employee/independent contractor to an investigation of such observed/reported driving; and/or potentially result in the termination of employment or of independent contractor/professional services contract. Such driving may include but shall not be limited to the following: falling asleep at the wheel, deviating from assigned lane of traffic, going the wrong way on a one-way street, tail-gating, repeated failure to properly signal, texting while driving, erratic driving, and road rage

ADDITIONAL CRITERIA FOR REGULAR OPERATION OF A VEHICLE IN THE SCOPE OF EMPLOYMENT AT DURABLE SURFACES

- A Vehicle Policy Agreement must be signed before any Authorized Employee (including independent contractor) regularly operates a vehicle in the Scope of Employment and kept in the employee file.
- In order to remain employed (or retained as an independent contractor) in a position that involves the Regular Operation of a vehicle in the Scope of Employment, Authorized Employees shall have no more than two moving violations in a two-year period, or no more than one majority at fault accident in any three-year period.
- Additionally, Authorized Employees shall have no conviction of violations relating to operating under the influence of intoxicants or controlled substance in the last two years. No second violation in the last ten years.
- Corporate insurance coverage extends only to: (1) Authorized Employees; (2) employees operating company-owned, leased or rented vehicles and (3) their occupants when operating vehicles during the Scope of Employment.
- Authorized Employees must carry an insurance identification card in the vehicle.
- Authorized Employees must report accidents occurring in the scope of employment and/or in a Company-owned, leased or rented vehicle promptly to VP of Operations and Human Resources.

All company trucks are equipped with cameras that capture video of the truck cab as well as the front and rear of the vehicle. Although the video feed does not capture audio, the in-cab camera does capture the driver. Durable Surfaces retains the right to monitor video footage to ensure the driver is following all required driving laws, to include observing proper speed limit and wearing a seatbelt. Camera footage may also be used should a driver be involved in an accident, or where otherwise requested by law enforcement.

Drivers may not remove, disable, visually block, or otherwise impede the function of the in-cab and outward-facing cameras. Employees who do so may be subject to disciplinary action, up to and including termination.

5.8 Cell Phone Use Policy

The purpose of this policy is to provide guidance to departments and employees regarding the appropriate use of cell phones and other mobile devices in the workplace.

Safety issues for cellphone use

All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of cellphones at all times.

Employees whose job responsibilities include regular or occasional driving and who are issued a cellphone for business use are expected to refrain from using their phone while driving; use of a cellphone while driving is not required by the company. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are required to use hands-free operations or pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Employees are encouraged to refrain from discussion of complicated or emotional matters and to keep their eyes on the road while driving at all times. Special care should be taken in situations where there is traffic or inclement weather, or the employee is driving in an unfamiliar area.

Hands-free equipment will be provided with company-issued phones to facilitate the provisions of this policy.

Reading or sending text messages while driving is strictly prohibited.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

Video or audio recording devices

The use of camera or other video or audio recording-capable devices on company premises is prohibited without the express prior permission of senior management and of the person(s) subject to recording. Video or audio recording in restrooms and/or locker rooms is strictly prohibited.

Consequences for Violators

Employees violating this policy will be subject to discipline, up to and including termination of employment.

5.8.1 Personal cellphones

While at work, employees are expected to exercise discretion in using personal cellphones. Excessive personal calls during the workday can interfere with employee productivity and be distracting to others. Employees are encouraged to make any personal calls during nonwork time when possible and to ensure that friends and family members are aware of Durable Surfaces' policy.

Cellphones should be turned off or set to silent or vibrate mode during meetings, conferences and in any circumstance where incoming calls may be disruptive.

Durable Surfaces will not be liable for the loss of personal cellphones brought into the workplace.

5.8.2 Company-provided cellphones

When job duties or business needs demand, the company may issue a business cellphone to an employee for work-related communications. Personal use of company-owned cellphones should be kept to a minimum.

When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, the individual is responsible for the cost of that usage, including all applicable taxes. The employee should make note of personal calls and reimburse the Company after review of the monthly call detail.

If the cell phone/mobile device has a flat rate airtime/data plan, the user is responsible for reimbursing the Company when personal activities cause the plan threshold to be exceeded. The employee, with concurrence of an authorized signer on the account, should determine the amount of personal use that caused the usage to exceed the plan and reimburse the Company for that amount plus all applicable taxes.

Employees in possession of company-owned cellphones are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time on request, the employee may be asked to produce the phone for return or inspection.

5.9 Visitors in the Workplace

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

All visitors must enter the company facility at the lobby. Authorized visitors will receive direction or be escorted to their destination. Employees are responsible for the conduct and safety of their authorized visitors.

If an unauthorized individual is observed on Durable Surfaces 's premises or job site, employees should immediately notify their supervisor, or direct the individual to the lobby.

5.10 Computer and E-Mail Usage

Computers, computer files, the e-mail system, and software furnished to employees are the Company's property intended for business use only. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.

Durable Surfaces strives to maintain a workplace free of harassment and sensitive to the diversity of all.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

Durable Surfaces purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Company does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. Durable Surfaces prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate supervisor, or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

5.11 Workplace Monitoring/ Security Inspection

To effectively, as far as reasonably possible, carry out this policy of maintaining and enforcing a safe, secure and healthy work environment for its employees as well as for the security and protection of the property of both the employees and of the Company, the company has the right to monitor, search and inspect employees' possessions while on the Company's premises. Workplace monitoring may be conducted to Durable Surfaces to ensure quality control, employee safety, security, and customer satisfaction.

Employees who communicate with customers may have their telephone conversations monitored or recorded. Telephone monitoring is used to identify and correct performance problems through targeted training.

Computers furnished to employees are the property of Durable Surfaces; as such, computer usage and files may be monitored or accessed.

The Company may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

Durable Surfaces likewise wishes to discourage theft or unauthorized possession of the property of employees, visitors, customers, and the Company. The Company retains the right to open, search, and inspect employee vehicles, packages, clothing, purses, handbags, lunch boxes, and other moveable or portable possessions of the employee while entering, being on, or upon leaving the Company's premises or job site. Any person who wishes to avoid inspection of any articles or materials should not bring such articles onto Durable Surfaces' premises.

Failure of the employee involved to permit or obstruct, such search and inspection, will subject the employee to discipline, up to and including termination.

Because Durable Surfaces is sensitive to the legitimate privacy right of employees, every effort will be made to guarantee that workplace monitoring and search is done in an ethical and respectful manner.

5.12 Telecommuting

Telecommuting is the practice of working at home or at a site near the home instead of physically traveling to a central workplace. It is a work alternative that Durable Surfaces may offer to some employees when it would benefit both the organization and the employee.

The decision to approve a telecommuting arrangement will be based on the factors such as position, job duties, performance history, related work skills, and the impact upon the organization.

The employee's compensation, benefits, work status, work responsibilities, and the amount of time the employee is expected to work per day, or per pay period, will not change due to participation in the telecommuting program, unless otherwise agreed upon. The employee's at-home work hours will conform to a schedule agreed upon by the employee, the supervisor, and approved by management.

Telecommuting is an alternative method of meeting the needs of the organization, and is not a universal employee benefit. As such, Durable Surfaces has the right to refuse to make telecommuting available to an employee, and to terminate a telecommuting arrangement at any time.

Those granted a telecommuting arrangement will be subject to the same performance standards as if they were prior to telecommuting. Telecommuting work areas may be evaluated to ensure that appropriate safety standards are met. Telecommuting may be a reasonable accommodation, and if you are requesting telecommuting as a reasonable accommodation you should consult with Human Resources as soon as possible.

6.0 EMPLOYEE CONDUCT

6.1 Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, Durable Surfaces expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. There are certain standards of behavior that we all must observe. By deciding to work at this Company, you agree to follow the Company's rules.

Durable Surfaces will recognize the following guidelines as necessary and reasonable for the proper conduct of our business. No conduct, which is unsafe, inconsiderate, or illegal, will be permitted.

This policy is not intended to limit the Company's right to discipline or discharge employees for any reason permitted by law. In fact, while we value our employees, the Company retains the right to terminate an employee on an "at-will" basis.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following is not intended to be an all-inclusive list, but only a partial listing of infractions and rules of conduct that may result in disciplinary action, up to and including termination of employment.

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employee.
- Providing knowingly inaccurate, incomplete or misleading information when speaking on behalf of the Company or in the preparation of any employment related documents including, but not limited to, job applications, personnel files, employment review documents, intra-Company communication or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property [where not permitted] such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment (as defined in our EEO policies) of, any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.

- Working unauthorized overtime.
- Solicitation of fellow employees on the Company premises during working time (Refer to Nonsolicitation/Nondistribution Policy).
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit employee rights under the National Labor Relations Act.

6.2 Attendance and Punctuality

Regular attendance is an essential function of the job you hold at the Company and is expected for all employees as a part of acceptable performance on the job. Guidelines have been established to ensure regular attendance and to control excessive absenteeism. See your Supervisor or Foreman for the guidelines for hourly employees. Any Company employee who is absent for three (3) consecutive scheduled workdays without proper notice shall be considered to have voluntarily terminated his/her employment and will be removed from the active employment roster.

The Company reserves the right to apply unused PTO to unauthorized absences. Exceptions to the charging of absence occurrences will only be for those days the Company regards as holidays, vacations, approved leave of absences, jury or military duty or bereavement.

Disciplinary action may call for any of four steps - verbal warning, written warning, suspension and termination of employment - depending on the number of occurrences.

6.2.1 No Call-No Show

Unscheduled absences will be monitored. An employee will be counseled when the frequency of unscheduled absences adversely affects the operations of the department. Unscheduled absences or instances when an employee is No-Call- No Show will be covered with PTO, not having sufficient PTO balance to cover absences will result in corrective action unless the absence has been previously approved. The supervisor may request that the employee provide a statement from a health care provider concerning the justification for an unscheduled absence.

6.3 Drug and Alcohol Policy

Durable Surfaces strives to protect the well-being and health of employees and show its commitment to this by taking reasonable measures to provide a safe and productive work environment. While we acknowledge and respect individual rights, we recognize that a larger commitment is jeopardized when any individual employee uses illegal drugs or alcohol on the job, comes to work under the influence of these substances, or possesses, distributes, or sells these substances in the workplace. The intent of the policy is to offer a helping hand to those in need, while sending a clear message that the use of illegal drugs and alcohol are incompatible with working at Durable Surfaces. For the purpose of this policy Durable Surfaces will be sinuously referred to as the "Company." The policy applies to employees employed by, and applicants applying to Durable Surfaces.

The Company will communicate this policy to all employees. Each employee will sign for acceptance of this policy, either in receiving the Handbook, or in separate copy of the Drug Policy. In addition, this policy will be posted on the Company's bulletin board.

The possession, sale, transfer, use, distribution or being under the influence of alcohol and/or illegal drugs while on company property is strictly prohibited; and an employee's involvement with any of the above substances off duty and/or off premises, which may have an adverse effect on the Company's reputation, is

prohibited. The Company also cautions against use of prescribed or over-the-counter medication which can affect an employee's ability to perform his or her job safely or the use of prescribed or over-the-counter medication in a manner violating the recommended dosage or instructions from the doctor. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. The misuse of prescription drugs is a violation of this policy. Misuse includes taking prescription drugs without a valid prescription from a medical provider or not taking the appropriate amount prescribed.

Please inform your supervisor prior to working under the influence of a prescribed or over-the-counter medication that may affect your ability to perform your job safely. If the Company determines that the prescribed or over-the-counter medication does not pose a safety risk, you will be allowed to work. Failure to comply with these guidelines concerning prescription or over-the-counter medication may result in disciplinary action, up to and including termination of employment.

Violating any aspect of this policy may result in corrective/disciplinary action up to and including termination for current employees, and the termination of an applicant's candidacy for employment. In order to maintain the integrity of this policy, the company has the right to conduct testing for the following: pre-employment, post-accident or injury, reasonable suspicion, and return to duty following treatment.

The Company utilizes a qualified medical facility for specimen collection and testing. Under certain conditions, testing may use any of the following methods, including breath, urine, and/or blood samples as appropriately deemed necessary by the medical facility.

To ensure the integrity and accuracy of each test, the Company will utilize a medical facility that conducts all testing in accordance with regulatory protocol and safeguards as set forth in Part 40 of Title 49 of the Federal Code of Regulations. Upon obtaining the test results, and in order to maintain employee confidentiality, a Medical Review designate will be notified of all results.

The Company will pay the costs for all tests that it directs. Employees will pay for any tests conducted which the Company does not require.

Tests are performed under the circumstances described below:

Pre-Employment Testing

Applicants, as a condition of being hired and employed with Durable Surfaces may be subject to testing for illegal drugs. All offers are conditioned upon the applicant executing the Company's general release and consent to testing form for illegal drugs and alcohol; and taking and passing with a negative result in the drug and alcohol test (s) as applicable.

Reasonable Suspicion Testing

Employees are prohibited from reporting to work or being on duty while under the influence of, or impaired by alcohol or an illegal drug. Employees will be required at the direction of a Company official/manager to immediately submit to drug testing and/or alcohol testing if the Company has reasonable suspicion that the employee is under the influence because of physical behavior or performance indicators.

Post-Accident or Injury Testing

Employees involved in a work-related accident or injury, which could have been caused by human error or carelessness, may be tested for alcohol and illegal drugs. Declining testing for a work-related accident will be considered as a voluntary resignation.

An employee, who believes he or she has a drug or alcohol addiction problem, and self identifies a need for a leave of absence to participate in a treatment program, may be granted a leave of absence to get treatment during the employment.

Following a positive test result for an illegal drug or a positive test result for being under the influence of alcohol, the Company may require an employee to participate in a treatment program and as a condition of continued employment.

Any violation of Durable Surfaces policy regarding alcohol, misuse of prescription drugs, or an illegal drug, including but not limited to being under the influence, use, possession, sale, transfer, or distribution, may result in corrective/disciplinary action up to and including termination of employment. Serious violations of this policy may result in immediate termination of employment, regardless of individual factors. Some examples include:

- Applicants who test positive for being under the influence of alcohol or an illegal drug. Such applicants will not be considered qualified for the position for which they are applying, and will be considered ineligible for work.
- Employees or applicants who refuse to cooperate with this policy or with testing procedures.
- Employees that refuse to follow the treatment or rehabilitation plan recommended, refuse to allow the Company to monitor compliance, test positive during the return to work or random follow-up tests.
- A legal conviction of a drug or alcohol violation while employed by the Company.

The Company reserves the right, when reasonable suspicion exists, to search an employee, his/her possession's, work area, vehicle, or locker while on duty or on Company property to determine if an employee is in possession of an illegal drug or alcohol in violation of this policy.

6.4 Tobacco in the Workplace

To maintain a safe and healthy work environment, tobacco use, vaping, e-cigarettes are only permitted in designated areas and places, which are specifically indicated by the Company. Breaks for smoking are to be taken only on the regularly scheduled breaks by the supervisor. No smoking is permitted inside the building. In order to maintain a clean environment for all, containers are provided in the designated areas for use. Employees must follow the tobacco policies of the client when on jobsites.

6.5 Sexual Harassment and Other Forms of Unlawful Harassment

Durable Surfaces has a strict policy against all types of unlawful workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and over), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

A. Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment are provided below: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual natures; (f) repeated requests for dates after being informed that interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to Durable Surfaces or any government agency; (h) offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

B. Other Unlawful Harassment

Other workplace harassment is often verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and over), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protected categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on the Company's premises, or circulated in the workplace; and (c) a display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination or harassment is required to immediately notify their supervisor, Human Resources manager, or other manager at the Company.

Durable Surfaces prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

The Company will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. Discipline for violation of this policy may include, but is not limited to reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure no retaliation for making a complaint or cooperating with an investigation.

6.6 Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees, and affect the business image Durable Surfaces presents to customers and visitors. During business hours, employees are expected to present a clean and neat appearance and to dress accordingly to the requirements of their position. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire (see 5.2 Safety Rules). Under such circumstances, employees will not be compensated

for the time away from work. Consult your supervisor or department head if you have questions as to what constitutes appropriate attire.

6.7 Solicitations and Distribution

In an effort to ensure a productive and harmonious work environment, persons not employed by Durable Surfaces may not solicit or distribute literature in the workplace at any time.

Durable Surfaces recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time.

In addition, the posting of written solicitations on company bulletin boards is restricted. These bulletin boards display important information and announcements for the employees, as well as legal postings. If employees have a message of interest to the workplace, they may request to do so from the Human Resources Department. Only approved messages will be posted.

6.8 Progressive Discipline

The Company prefers to take the route of coaching and counseling when expectations are not being met. However, violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate an employee where he or she violates the rules of conduct, or where the quality or value of the employee's work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at will" basis.

In appropriate circumstances, management will provide the employee first with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, the Company is not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, employees may be disciplined or terminated without any prior warning or procedure.

6.9 Problem Resolution

We strive to provide a comfortable, productive, legal, and ethical work environment. To this end, the Company wants you to bring any problems, concerns, or grievances you have about the workplace to the attention of your supervisor and, if necessary, to Human Resources or upper-level management. To help manage conflict resolution we have instituted the following "Problem Resolution Procedure".

The procedure is as follows:

- As a first step, discussion between the employee and his other supervisor. Your supervisor knows you and your job better than anyone else and may be in the best position to help. Should the discussions between the employee involved and the supervisor fail to produce a resolution or, if the employee's supervisor is the person against whom the grievance is being lodged then;
- Second, employee must fill out a Company-provided grievance form (see Addendum A: Grievance Form) and return it to the Human Resources Department, as soon as possible, but not later than three

(3) working days from the time the problem arose.

- Next, where appropriate, a meeting of all persons concerned will be arranged. Each person involved will be given an opportunity to fully present his or her evidence, documentation and witnesses. To the extent that it is possible to do so, confidentiality and privacy will be respected. However, all those who make charges or speak against another will be considered to have relinquished any claim of privacy or confidentiality in regard to the issues involved.

After investigation, if it appears to the Company that some kind of corrective action is indicated, then proper and effective intra-Company action will be taken against those considered to be chargeable for the situation. The Company will make reasonable and practical efforts to protect from retaliation all parties, including witnesses, participating in pressing or defending the grievance.

Obviously the Company can only recognize and deal with those complaints which present a clear statement of the grievance and which are promptly filed with the appropriate Company representative. Without such knowledge, the Company does not realistically have any actual way of knowing of, dealing with or remedying the undisclosed misconduct. Unless timely disclosure and complaint is actually made in sufficient detail to enable the Company to deal with the complaint the Company cannot assume any responsibility for any grievance or imputation of knowledge of the conduct of which the employee asserts but failed or refused to disclose to the Company.

7.0 EMPLOYEE BENEFITS

Durable Surfaces is pleased to provide this description of the benefits, which are offered to our eligible employees. Of course, this is simply a summary of your benefits. It is to your advantage to review this information carefully and if you have any further questions, the Human Resources Department is available to provide explanation, counsel, guidance and assistance to you. This will help you take full advantage of the Company's valuable benefits package.

In order to qualify for these Company-provided benefits, the employee must be actively employed and regularly working full-time during the qualifying coverage periods upon which the benefits are based or conditioned, unless otherwise required by law. All other conditions relating to qualification for the benefits involved must be completely satisfied. Wherever contribution by the employee is required as a condition to the employee's participation in a particular insurance program or programs, the employee must authorize, by payroll deduction and/or enrollment forms, his or her required contribution in order to participate.

These benefits may be canceled or changed at the discretion of the Company, unless otherwise required by law.

7.1 Holidays

After the introductory period of ninety (90) days of employment, regular full-time active employees are given time off, with regular rate of base pay for eight (8) hours, on the following Company-observed holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day

- Thanksgiving Day
- Christmas Day

If any of the above-designated holidays fall on a Saturday or Sunday, the next closest day will be observed (Friday or Monday).

Except to the extent precluded by vacations, holidays or other authorized absences, to be entitled to any of the specified paid day or days off, the employee must work both the Company's regularly scheduled workday before and after the particular above designated holiday. Exempt personnel will follow criteria established upon hire.

7.2 Paid Time Off (PTO)

Purpose

Durable Surfaces recognizes that employees have diverse needs for time off from work and, as such, Durable Surfaces has established this paid time off (PTO) policy. The benefits of PTO are that it promotes a flexible approach to time off by combining vacation, sick and personal leave. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other situations that require time off from work.

Eligibility

PTO is accrued based on employee classification and hours worked. See the accrual rates below for more detail. The PTO policy covers both full-time and part-time employees, and is intended to meet the provisions of the New Jersey Earned Sick Leave Law.

Availability

Should an employee need to use PTO for reasons related to illness, family care, or other reason covered under the New Jersey Earned Sick Leave Law, PTO accruals are available after 120 days following the employee's first day of work. All hours thereafter are available for use in the pay period following the pay period in which they are accrued.

Accrual and Payment of PTO

Accruals are based upon paid hours up to 2,080 hours per year, excluding overtime. Length of service determines the rate at which the employee will accrue PTO. PTO does not accrue on unpaid leaves of absence or PTO cash outs upon termination. Employees become eligible for the higher PTO rates on the first day of the pay period in which the employee's anniversary date falls.

Full-time accrual rates:

<u>Years of Service</u>	<u>Annual PTO Accrual</u>
Field & Non-Exempt	1 hour PTO accrued for every 30 hours worked, with a max of 64 hours per year*
Salaried, Exempt & Office Personnel	
0 to 2 years	1 hour PTO accrued for every 30 hours worked, with a max of 64 hours per year*
3-6 years	104 Hours
7 + years	144 Hours

*For example, employees who work 40 hours per week will earn 5.33 hours of PTO in 4 weeks.

No PTO hours will accrue beyond the maximum accruals listed.

Part-time accrual rates:

Part-time employees, regardless of tenure with the company, accrue 1 hour of PTO for every 30 hours worked, up to a maximum of 40 hours per year. For example, employees who work 20 hours per week will earn 2.67 hours of PTO in 4 weeks.

Use and Scheduling of PTO

Employees are required to use available PTO when taking time off from work. For scheduling purposes, PTO may be taken in increments of four hours. PTO is paid at the employee's straight time rate. PTO is not part of any overtime calculation.

Whenever possible, PTO must be scheduled in advance. PTO is subject to supervisory approval, department staffing needs and established departmental procedures. The Company will make reasonable efforts to accommodate employees request, at the same time the company will meet its obligations and commitments to customers. For this reason, at no time more than 15% of the personnel of any department or area can simultaneously take vacation (using PTO). For scheduling purposes employees are required to submit their requests at least one week in advance, supervisors are responsible for keeping an updated vacation calendar.

Borrowing PTO

Employees are permitted to go into a negative PTO balance with supervisory approval; however, employees may not "borrow" more than 40 hours of PTO at any given time (i.e. employees may not carry any more than a **-40** hour PTO balance). Requests for additional time beyond this 40-hour cap may be approved on a case-by-case basis by the President. In any case where an employee leaves employment with Durable Surfaces prior to paying back the entirety of any borrowed PTO, the remaining balance "owed" may be withheld on their final check, as permissible by law.

PTO Request Process:

Hourly Employees:

- Employee fills out and submits to the Superintendent PTO request form at least 2 weeks ahead of requested date, with the exception of leave for sickness.
- Superintendent approves or not based on scheduling and operational needs. If approved, submits within 24 hours to Accounting and HR to confirm PTO balance is available.
- PTO balance will be confirmed within 24 hours. Superintendent will notify employee at the earliest opportunity approval based on available balance.
- Employee must submit a time sheet reflecting the days requested/approved to ensure payment.

Salaried Employees:

- Salaried employees will submit their request to direct supervisor (Superintendent or VP Operations) 2 weeks ahead of requested dates, with the exception of leave for sickness. PTO requests will be approved taking in account the needs of the business and the resources required.
- Supervisor approves or not based on scheduling and operational needs. If approved, submits within 24 hours to Accounting to confirm PTO balance is available.
- Supervisor confirms to the employee.

The company recognizes there are situations in which employment agreements have been established with salaried or professional employees which may differ from the accrual rates outlined in this policy. In those situations, such agreements will be honored; otherwise accrual rates reflected in the policy will apply.

Payment upon Termination

In accordance with this policy, if an employee voluntarily resigns and provides two (2) weeks' notice he/she will be paid accrued but not used PTO. If an employee is involuntarily separated or retires, PTO hours accumulated but not used, will be paid conditioned to completing and signing the required release documentation.

Employees whose hours regularly drop below 20 hours per week and their status changes to FTE, will be paid PTO on the effective date of the change in hours.

Extraordinary Circumstance Cash Out

In the event that business conditions and commitments to our customers or extraordinary circumstances so require, the company at its discretion may propose to its employees the option to cash out a portion of their unused PTO. The company reserves its right to provide selectively this option. The cash out will be paid at the employee's current base rate of pay.

7.3 Medical Insurance

Durable Surfaces provides its regular full-time employees with health insurance on the first of the month following 60 days of full-time employment. The Company pays a designated amount towards the medical coverage, while the employee also shares in the premium costs. This coverage is provided to the employee subject to the Program's terms and conditions, as well as the policy between the Company and the insurance carrier. For detailed information about the medical plan, please refer to the Summary Plan Description (SPD). For additional copies of the SPD, please see the Human Resources Department. These benefits may be canceled or changed at the discretion of the Company, unless otherwise required by law.

Employees may elect coverage for their spouse and/or dependent children which may additional costs to the employee. Please see the Human Resources Department for additional premium costs.

Health benefits during Family and Medical Leave Act (FMLA) leaves are maintained by the Company on the same terms as if the employee continued to work. Please contact Human Resources for clarification. In such circumstances, arrangements must be made by eligible employees to pay their share of the health insurance premium on a monthly basis to maintain insurance coverage. Please contact the Human Resources Department to determine the amount of your contribution. The Company's obligation to maintain health benefits stops when:

- An employee informs the Company of an intent not to return to work at the end of the leave period; or
- An employee fails to return to work when the FMLA entitlement is exhausted; or
- An employee's premium contribution is past due.

The Company will be entitled to recover premiums paid to maintain health insurance coverage for an employee who fails to return to work from leave.

Please understand that plan eligibility does not necessarily mean coverage for all medical treatments or procedures. In addition, under changed circumstances you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your medical benefits under the

Consolidated Omnibus Budget Reconciliation Act (COBRA). The Company will mail you information about your COBRA rights.

7.4 Dental Insurance

Durable Surfaces provides its regular full-time employees with dental insurance on the first of the month following 60 days of full-time employment. The Company pays a designated amount towards the dental coverage, while the employee also shares in the premium costs. This coverage is provided to the employee subject to the Program's terms and conditions, as well as the policy between the Company and the insurance carrier. For detailed information about the dental plan, please refer to the Summary Plan Description (SPD). For additional copies of the SPD, please see the Human Resources Department.

7.5 Vision Insurance

Durable Surfaces provides its regular full-time employees with vision insurance on the first of the month following 60- days of full-time employment. The Company pays a designated amount towards the Vision coverage, while the employee also shares in the premium costs. This coverage is provided to the employee subject to the Program's terms and conditions, as well as the policy between the Company and the insurance carrier. For detailed information about the vision plan, please refer to the Summary Plan Description (SPD). For additional copies of the SPD, please see the Human Resources Department.

7.6 Benefits Continuation (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Please contact Human Resources to learn more about your COBRA rights.

7.7 Absence from Work/Layoff

Where an employee is absent from work for any reason other than under the provisions of the Family and Medical Leave Act or an occupational or non-occupational illness, injury or accident and provided that the employee has not been lawfully discharged or suspended, their company-provided benefits will end as of the last day actively worked. In such instances, COBRA paperwork will be provided to the employee. (See Policy 7.6 for more information.)

7.8 Life Insurance

As of the first of month following 30 days of employment, all regular full-time employees are provided with life insurance by the Company. This coverage is provided to the eligible employee without cost but is subject to the terms and conditions of the policy between the Company and the insurance carrier. Employees will be required to notify the benefits administrator of your intended beneficiary. Life Insurance coverage may change without notice. For detailed information about the life insurance plan, please refer to the Summary Plan Description (SPD). For additional copies of the SPD, please see the Human Resources Department.

7.9 Voluntary Life Insurance

As of the first of month following 30 days of employment, all regular full-time employees have an opportunity to receive an additional, optional life insurance for themselves and dependents. Employees. Employees are responsible to pay 100% of this insurance premium, and deduction amounts depends on your age

and coverage amount.

Employees must be enrolled at the time of hire to be eligible for no underwriting/ medical questions and/ or tests up to limits mentioned in the plan documentation.

For detailed information about the life insurance plan, please refer to the Summary Plan Description (SPD). For additional copies of the SPD, please see the Human Resources Department.

7.10 401(K) Retirement Plan

As of the first of month following 90 days of employment, all regular full-time employees are eligible to participate in the Company-provided 401(k) Retirement Savings and Investment Plan. The Summary Plan Description outlines the benefits, features and eligibility rules of this Plan is available from the Human Resources Department.

Should you have any other questions about pension or profit-sharing rights, please consult with the benefits administrator. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

7.11 Hourly Retirement Credit (HRC)

All employees will automatically receive HRC contributions from the company based on the hours they work, this does not include non-working hours (vacation, holiday, etc.). The company can raise or lower the amount of the HRC as business changes, but it will be earned by the hour. Currently, all employees will be receiving \$1 per hour in HRC contributions. If the company changes the amount of the contribution, they will notify employees. Employees need to work for Durable Surfaces for 6 years to "vest" in the contributions the HRC contributions you are given. If the employee leaves the company before 6 years, the employee will forfeit a portion of the HRC that was given, and that money is credited to the employees who stay with the company.

The HRC is a retirement benefit and can only be taken once the employee reach age 62, even if the employee leaves Durable Surfaces.

7.12 Short-Term Disability

As of the first of month following 90 days of employment, all regular full-time employees, the Company provides all regular full-time, exempt (salaried) employees with disability income protection when employees miss work due to nonwork related disabilities. The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Please contact Human Resources for a copy of the plan provisions and for any information you need about the benefit.

This policy runs concurrent with FMLA.

7.13 Long-Term Disability (LTD)

As of the first of month following 60 days of employment, all regular full-time employees, the Company provides all benefit-eligible employees the opportunity to enroll in a voluntary Long-Term Disability (LTD) benefit. Both the employee and the employer, pays a portion of the premium of this coverage. The employee contribution is based on the employee's wage.

The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Please contact Human Resources for a copy of the plan provisions and for any information you need about the

benefit.

7.14 Bereavement Leave

An employee who wishes to take time off due to the death of an immediate family member should notify his/her supervisor as soon as possible. If an employee leaves work early on the day he or she is notified of the death, that day will not count as bereavement leave.

In addition to bereavement leave, an employee may, with his/her supervisor's approval, use any available vacation for additional approved time off as necessary. Employees under discipline for attendance issues may be required to provide documentation with regard to their bereavement leave.

Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or per-diems.

Paid bereavement leave will be granted according to the following schedule:

- Employees are allowed up to four consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, domestic partner, child, stepchild, parent, stepparent, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepbrother, stepsister, or an adult who stood in loco parentis to the employee during childhood.
- Employees are allowed one day off from regular scheduled duty with regular pay in the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent.
- Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the company, provided such absence from duty will not interfere with normal operations of the company.

7.15 Jury Duty

Durable Surfaces believes that it is the civic duty of its employees to serve on a jury when called and encourages our employees to accept this responsibility. The Company will not take any action to have an employee relieved of jury service if summoned.

In the event you receive notice to report for jury or witness duty, please notify your supervisor and provide documented support immediately so that arrangements can be made to have your duties covered until you return to work. You will be granted time off from your regular work schedule for the period during which you are obligated to serve.

If you are excused from Jury Duty so that you will be able to return to your job and work four (4) or more hours, you are expected to do so to remain eligible for the excused time off.

No adverse employment action will be taken against employees due to their service as a juror in state or federal courts.

7.16 Leaves of Absences

The Company recognizes that an employee may have the need to be absent from work for brief or extended periods of time for legitimate reasons beyond his or her control. Below are several different types of excused leaves provided by the Company.

7.16.1 Family and Medical Leave of Absence Policy

A. General

We recognize that there are times when an employee may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA). Accordingly, we will provide eligible employees up to a combined total of 12 weeks of unpaid FMLA leave per leave year for the following reasons and any other leave authorized by the FMLA:

- **Parental Leave:** For the birth or placement of an adopted or foster child;
- **Personal Medical Leave:** When an employee is unable to work due to his or her own serious health condition;
- **Family Care Leave:** To care for a spouse, child, or parent with a serious health condition;
- **Military Exigency Leave:** When an employee's spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists); and
- **Military Care Leave:** To care for an employee's spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or was exacerbated while on active duty. **Note:** A leave of up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member.

B. Key Policy Definitions

- **Eligible employees** under this policy are those who have been employed by our Company for at least 12 months (need not be consecutive months and under certain circumstances hours missed from work due to military call-up will also be counted) and have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. Employees who work in small locations with fewer than 50 employees within 75 miles, are not eligible for leave. However, employees should contact Human Resources to discuss other types of leave that might be available for the reasons listed in this policy.
- **Leave year** for the purposes of this policy shall be a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
- A **spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage arose.
- A **son or daughter** for the purposes of parental or family leave is defined as a biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis to, who is (1) under 18 years of age or, (2) 18 years of age or older and incapable of self-care because of physical or mental disability. A son or daughter for the purposes of military exigency or military care leave can be of any age.
- A **parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to the employee when the employee was a son or daughter.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual shall be the only next of kin. In appropriate circumstances, employees may be required to provide documentation of next of kin status.
- A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, earaches, upset

stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions which may qualify, contact Human Resources.

- A **health care provider** is a medical doctor or doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for the military service member, the employee, or the military service members' son or daughter who is under 18 years of age or 18 or older but is incapable of self-care because a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events is available during a period of 90 days following the termination of active-duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g., arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the Company and employee.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

C. Notice and Leave Request Process

Foreseeable Need for Leave: If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least 30 days' notice. If 30 days' notice is not practicable, notice must be given as soon as possible. Employees are expected to complete and return a leave request form prior to the beginning of leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.***

Unforeseeable Need for Leave: If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.***

Leave Request Process: To request leave under this policy, employees must obtain and complete a leave request form from their supervisor or Human Resources and return the completed form to Human Resources.

If the need for leave is unforeseeable and employees will be absent more than three days, employees should contact Human Resources by telephone and request that a leave form be mailed to their home. If the need for leave will be fewer than three days, employees must complete and return the leave request form upon returning to work.

Call-in Procedures: In all instances where an employee will be absent, the call-in procedures and standards established for giving notice of absence from work must be followed.

D. Leave Increments

Parental Leave: Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental Leave must be completed within 12 months of the birth or placement of the child; however, employees may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave: Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

E. Paid Leave Utilization During FMLA Leave

Employees taking parental, family care, military exigency and/or military care leave must utilize available vacation/PTO, personal days, and/or family illness days during this leave. Employees on personal medical leave must utilize available sick, personal, and vacation/PTO days during this leave. Employees receiving short- or long-term disability or workers' compensation benefits during a personal medical leave will not be required to utilize these benefits. However, employees may elect to utilize accrued benefits to supplement these benefits.

F. Certification and Fitness for Duty Requirements

Employees requesting family care, personal medical, or military care leave must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite the employee's diligent efforts. Failure to timely provide certification may result in leave being delayed, denied, or revoked. In the Company's discretion, employees may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Employees requesting a military exigency leave may also be required to provide appropriate active-duty orders and subsequent information concerning particular qualifying exigencies involved.

Employees requesting personal medical leave will also be required to provide a fitness for duty certification from their health care provider prior to returning to work.

G. Scheduling Leave and Temporary Transfers

Where possible, employees should attempt to schedule leave so as not to unduly disrupt operations. Employees requesting leave on an intermittent or reduced schedule basis that is foreseeable based on planned medical treatment may be temporarily transferred to another job with equivalent pay and benefits that

better accommodates recurring periods of leave.

H. Health Insurance

The Company will maintain an employee's health insurance coverage during leave on the same basis as if he or she were still working. Employees must continue to make timely payments of their share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. In this event, the Company will notify the employee 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at the Company's option, the Company may pay the employee's share of the premiums during the leave and recover the costs of this insurance upon the employee's return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if an employee does not return to work at the end of leave, the Company may require the employee to reimburse the Company for the health insurance premiums paid during the leave.

I. Return to Work

Employees returning to work at the end of leave will be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before leave was taken. Employees may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

J. Spouse Aggregation

In the case where an employee and his or her spouse are both employed by the Company, the total number of weeks to which both are entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, a husband and wife employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed because of an employee's own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

K. General Provisions

Failure to Return: Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave will be deemed to have voluntarily terminated their employment.

Alternative Employment: No employee, while on leave of absence, shall work or be gainfully employed either for himself, herself, or others unless express, written permission to perform such outside work has been granted by the Company. Any employee on a leave of absence who is found to be working elsewhere without permission will be automatically terminated.

False Reason for Leave: Termination will occur if an employee gives a false reason for a leave.

7.16.2 *Military Leave (USERRA)*

The company complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (with amendments) and all applicable state law. Documentation of the need for the leave is required to be submitted to Human

Resources. An employee returning from military leave of absence will be reinstated to his or her previous or similar job in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, please contact Human Resources.

7.16.3 Other Leave

Leaves of Absence

The company makes every effort to accommodate medical and family leaves of absence. Employees should notify their supervisor and Human Resources as soon as you are aware you will need time off the job. In the event a leave is approved, it is your responsibility to keep your employer informed of any changes and to advise the company in a timely manner if an extension is needed. Failure to return from an approved leave of any kind will result in disciplinary measures up to termination. Any employee granted a leave of absence is not guaranteed that he/she will be reassigned to their former job, unless otherwise required by law. If a leave of absence occurs over any holiday, no holiday pay will be issued. Any leave may affect discretionary bonus eligibility.

Personal Leave (Unpaid-Non-FMLA)

In general, the Company does not allow personal leaves however a leave of absence may be considered for extenuating circumstances. If granted, terms and conditions will be at the company's sole discretion and it reserves the right to adjust employees' benefits. You should discuss your situation with your supervisor and then immediately notify Human Resources. In the event that an unpaid Non-FMLA personal leave is granted, and the request exceeds the employee's available PTO allocation, the employee can be laid-off for the requested period and offered COBRA benefits. If eligible, the employee can pursue unemployment benefits. If the employee returns to work at the agreed upon date, reasonable efforts will be made to return the employee to his/her former position, prior service will be bridged and benefits waiting periods will be waived.

Critical Personal Leave of Absence Policy (Non-FMLA and Non-Military)

Durable Surfaces recognizes that an employee may have a need to be absent from work in order to attend to personal situations beyond those covered by company-provided paid time off (PTO). Under this policy, critical personal leaves may be approved for employees who are:

- Victims of domestic violence.
- Victims of criminal acts.
- Victims of natural disasters.

Eligibility

All employees, regardless of length of company service, are eligible for leaves that meet any of the above-referenced circumstances. Such approved periods of leave will be unpaid except where an employee elects to use accrued PTO to offset a loss in pay.

The leave provided for in this policy is different from leave that may be required under applicable laws such as the Family and Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA). Absences that are covered by the FMLA or USERRA are not covered by this policy. Employees may have similar rights under state law. Employees should discuss leave rights under such laws with the human resources (HR) department before resorting to the leave provided for in this policy.

Requesting Critical Personal Leave

A request for critical personal leave must be made in writing, must be for a specified period of time and must

be directed to the supervisor or Human Resources.

All leave requests must be accompanied by documentation supporting the necessity for the leave *except where this would cause an undue hardship on the employee*, in which case documentation must be provided within a reasonable time period.

Examples of appropriate documentation include court documentation for any criminal proceeding in which the employee (or household family member) was a victim; insurance company documentation of major sustained loss or damage to a residence or other property of the employee; physician documentation of necessity for medical care or disability; and local social welfare, victims assistance group or church certification in cases of domestic violence.

Leave Duration

Critical personal leaves may be taken in a continuous block of time or sporadically as dictated by the period specified in the documented leave request. Under no circumstances will leave be approved for continuous periods beyond 14 days. However, employees may submit subsequent documented leave requests for continuation of leave when necessary. The company at its sole discretion will decide if the request can be granted.

Benefit Plan Continuation

When critical personal leaves require sustained periods of absence, the company will permit health care continuation during such periods of leave to a maximum of one month on the same basis as active employees. Employees should establish in advance a contribution payment schedule with HR prior to the commencement of leave. Other insurance coverage and 401(k) contributions will be suspended during periods of unpaid leave and reinstated upon an employee's return to work.

Making Arrangements Prior to Leave

Employees will need to meet with HR prior before the commencement of leave, or in the event of emergency leave as soon as practicable, to:

- Confirm approved leave dates.
- Ensure that required verification is on file.
- Acknowledge the health care payment schedule and reconcile advance payment requirements for insurance continuation during unpaid leave.

Employees must also meet with their supervisor to review outstanding work assignments prior to taking leave, or as soon as practicable if leave is unforeseeable.

Employees who fail to meet with HR and management as required may have leave denied under this policy and may be subject to disciplinary action.

Confidentiality

A request for leave by an employee will be kept confidential, and information related to the reason for the leave will be restricted to those with a need to know, such as managers and HR.

Return to Work

Upon return to work, the employee may be required to take a fitness for duty exam or otherwise provide medical clearance.

7.18 Workers' Compensation Benefits

To the extent provided by law, an employee injured while performing work duties at the Company is covered and protected by Workers' Compensation Insurance.

Workers' compensation is a no-fault system designed to provide benefits to all employees for work related injuries. Workers' compensation insurance coverage is paid for by the employer and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job, no matter how slightly, you are to report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time (generally considered to be 24 hours at maximum) could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

8.0 WORKING CONDITIONS

8.1 Cold Storage Work Policy

The purpose of this policy is to outline company guidelines when work takes place in areas or facilities designed for cold storage use. The company recognizes that the conditions encountered in these facilities warrant specific consideration from the work environment and safety perspective.

This policy is applicable to work performed under the following guidelines:

- A cold storage unit/facility
- Temperatures are at 0 Degrees Fahrenheit or lower

This policy is not intended for, or applicable to, outdoor work.

Cold Storage Pay

Employees working in cold storage facilities/units or environments of similar nature will be eligible to receive in addition to their regular compensation a flat per diem for each day of work in these conditions. Payments will be made through regular payroll and subject to applicable taxes.

Employees should ensure this per diem is reflected on the appropriate check, or otherwise speak to their Foreman to ensure their timecard is accurate.

Cold Storage Break Periods & Warm-up Periods

For safety purposes and to avoid the effects of cold stress, for scheduling purposes, the company will follow the Work/Warm-up Schedule recommended for a 4-hour shift developed by The American Conference of Governmental Industrial Hygienists (ACGIH).

Work Temperature	Max Work Period	# of Warm-up breaks (10 mins ea.)
0F to -28F	75 minutes	1
-29F to -33F	60 minutes	2
-34F to -38F	50 minutes	3
-39F & below	40 minutes	4

8.2 On-Call Policy

Certain employees may be eligible for “On-Call” pay. Generally, this policy applies to Foremen and/or salaried exempt employees designated as eligible for On-Call duty. This policy does not apply to Business Unit Leaders or Safety Managers. This policy outlines company guidelines regarding the process and procedures to be followed for salaried exempt employees who are required to maintain their availability after hours, during weekends or holidays, and be On-call to perform work or to otherwise be available to respond to work-related situations.

On-Call Requirements

Management will notify employees who are required to be on-call with a schedule of the time and date that the employee must be on-call. Best efforts will be made to provide On-Call employee notification by Fridays at noon. Also, the following guidelines apply:

- Unless otherwise advised, the employee is not required while on-call to remain on the company’s premises but will be expected to perform work at a specified location.
- While waiting to engage in work, the employee is not required to restrict his or her activities, but the employee must remain free of the influence of alcohol or illegal drugs. Also, the employee should not take any prescription drug that adversely affects his or her ability to safely and effectively perform his or her job duties. If an employee has a medical condition and has concerns about complying with this requirement, the employee should notify Human Resources.
- If the employee has a conflict and is unable to be on-call during his or her assigned time, the employee must pre-arrange with his or her immediate supervisor for a replacement to cover the employee’s on-call shift.
- Employees who fail to meet their On-Call responsibilities or fail to find a replacement are subject to disciplinary action.

On-Call Pay

To be eligible for On-Call pay, the following must happen concurrently:

- The employee must have been informed and designated to be On-Call that weekend
- The employee must have performed work during the designated weekend.

The employee will receive a flat per diem of three hundred fifty dollars (\$350) for each day worked while on-call. This amount will be paid through payroll and subject to applicable taxes. To receive this payment, the eligible employee is responsible for reflecting when applicable, in his/her weekly time-sheet identifying the project and dates as well as their supervisors’ approval when submitting time-sheets.

8.3 Layoff and Recall

While every effort is made to avoid a layoff, occasionally it does occur. During such periods, work will be spread as evenly as possible. If a layoff becomes necessary, it will be made on the basis of seniority and/or the company’s ability to best meet production standards. Recall will be handled in the same manner. An employee on layoff will retain rights based on length of service. Prior service will be bridged if the employee returns to work after layoff within five (5) years and after completing five (5) years of additional service.

9.0 Acknowledgment of Receipt and Review

9.1 Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Employee Handbook and understand that it is my responsibility to read the Employee Handbook in its entirety. I agree to comply with the rules, policies, and procedures set forth herein, as well as any revisions made to the Employee Handbook in the future. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment.

I understand that the Employee Handbook contains information about the employment policies and practices of the Company. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the Company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by the president of the Company in a written and signed document, the Company reserves the right to revise, delete, and add to the provisions of this Employee Handbook at any time without further notice. I understand that no oral statements or representations can change the provisions of this Employee Handbook. I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period. I understand nothing in this handbook is created to infringe on any available legal rights.

I understand that this Employee Handbook refers to current benefit plans maintained by the Company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

If I have questions about the content or interpretation of the Employee Handbook, I will ask my supervisor or Human Resources.

Date

Signature of Employee

Print Name

Addendum A

DURABLE SURFACES COMPANY GRIEVANCE FORM

NAME OF EMPLOYEE FILING GRIEVANCE: _____

DEPARTMENT: _____

CLASSIFICATION: _____

WORK LOCATION: _____

IMMEDIATE SUPERVISOR: _____

TITLE: _____

STATEMENT OF GRIEVANCE:

List Applicable violation: _____

Adjustment required: _____

Date: _____

Signature: _____

Date Presented to Management: _____

Signature/Title of Management: _____

Disposition of Grievance: _____