

Van Kirk Bros. Contracting Employee Handbook



- First Printing March 31, 1997
- Second Printing March 17, 1999
- Third Printing March 22, 2000
- Fourth Printing June 9, 2005
- Fifth Printing April 18, 2006
- Sixth Printing May 7, 2009
- Seventh Printing August 15, 2014
- Eighth Printing January 20, 2015
- Ninth Printing February 7, 2017
- Tenth Printing February 19, 2018
- Eleventh Printing January 20, 2021
- Twelfth Printing November 1, 2022
- Thirteenth Printing January 9, 2024
- Fourteenth Printing October 1, 2025

Welcome

It is my privilege to welcome you to Van Kirk Bros. Contracting. I wish you every success in your new job, and I hope that you quickly feel at home. This Handbook was developed to describe some of the expectations our company has for all of our employees and what you can expect from us. I hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Mike Newman
President
Van Kirk Bros. Contracting

Introduction

This Employee Handbook ("Handbook") is a compilation of personnel policies, practices and procedures currently in effect at Van Kirk Bros. Contracting ("Company").

The Handbook is designed to introduce you to our Company, familiarize you with Company policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Employee Handbook is not a contract. Like most American companies, Van Kirk Bros. Contracting generally does not offer individual employees formal employment contracts with the Company. This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. The purpose of the Handbook is simply to provide you with a convenient explanation of present policies and practices at the Company. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to the Office.

The employee may terminate his or her employment at any time. The Employer also may terminate the employee's employment at any time, with or without cause. Except as otherwise provided by law, all employment is "at-will." The Employer reserves the unilateral right to change, withdraw or add to these policies at any time.

The Company reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by mail and other appropriate means. However, such a notice is not required for changes to be effective.

General Employment Policies and Practices

Welcome

To help you understand how we all work together, we have prepared this Employee Handbook. We hope it will answer the questions you may have regarding Van Kirk Bros. Contracting and how we do things. Should you have any questions regarding the content of this Handbook or about certain policies and procedures, please ask your Supervisor.

From time to time Van Kirk Bros. may revise these policies or add new ones. The policies may be changed at the sole discretion of the Employer. If you do not understand any changes that may occur, please ask your Supervisor or any member of Van Kirk Bros. Contracting management.

Company EEO Policy

Van Kirk Bros. Contracting provides equal employment opportunities to all employees and applicants for employment, without regard to race, color, religion, creed, gender, national origin, age, marital or veteran status, sexual orientation, or the presence of handicaps or disabilities.

Van Kirk Bros. will take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, religion, gender, or national origin.

In addition, this policy of equal opportunities applies to all terms and conditions of employment. This includes, but is not limited to, hiring, placement, promotion, demotion, termination, layoff, recall, transfer, leaves of absence; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training.

Van Kirk's agrees to post this Policy in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Immigration Law Compliance

Van Kirk Bros. is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not discriminate on the basis of citizenship or national origin. Van Kirk's comply, in all respects, with the requirements of the Federal Immigration Verification System (E-Verify).

In compliance with the Immigration Reform and Control Act of 1986, each new employee as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must complete the form again, regardless of when the prior I-9 was completed.

Employment-at-will

Like most American companies, Van Kirk Bros. Contracting generally does not offer individual employees a formal employment contract with the Company. Employment is "at will," meaning that you or the Company may end your employment at any time for any lawful reason.

This Employee Handbook is not a contract. It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration, nor does the Handbook obligate you to continue your employment for a specific period of time. Unless you have entered into an employment agreement that supersedes this document, either you or the Company may terminate the employment relationship at any time. The Handbook does not guarantee any prescribed process for discipline and discharge.

No manager or other representative of the Company, other than the President, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the President and the employee.

Work Week (pay week)

Hours of Work

Van Kirk's workweek is a seven-day period beginning on Sunday and continuing through Saturday. Before an employee receives his or her first paycheck, the employee is required to correctly fill out a Federal W-4 Form, I-9 Form, and a weekly timecard. You will not receive a paycheck until you turn in your timecard. If you have questions, please ask your supervisor for help.

The hours you work each week may vary and will be determined by your Supervisor. It is your responsibility to check with your Supervisor on the week's schedule.

The extent of our workload each week determines the number of hours and days you will work each week. During the busy season, there are times you may be required to work on Saturday and Sunday.

You are expected to be punctual and keep personal absences at a minimum. Absences and tardiness reflect lack of recognition of responsibility toward your job. Frequent, excessive or unjustified absences or tardiness will result in dismissal.

Overtime Hours

Overtime is common during our busy season. Employees are expected to be available for overtime when it is required. Overtime is paid to non-salaried employees for all hours worked in excess of 40 hours per workweek. Overtime pay is one- and one-half times your regular hourly rate of pay.

Attendance and Punctuality

It is important for you to report to work on time and to avoid unnecessary absences. The Company recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of the Company.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

You are expected to be at your jobsite at the beginning of each business day. If you are delayed, you must call your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with a manager. Regular delays in reporting to work will result in disciplinary action up to and including discharge.

Payroll/Pay Day

Van Kirk's pays employees weekly. Time is to be recorded on the timekeeping app no later than 10 a.m. on the Monday following the pay period which ends on Saturday. This is so Supervisors and Management can look over the timecards, and payroll can be processed. Your paycheck will be direct deposited in your bank account on Friday of that week. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

Please plan your personal finances accordingly. **NO advances will be given!**

Recording Work Hours

Van Kirk Bros. complies with applicable laws that require the Employer to maintain records of the hours worked by employees. Every employee (whether hourly or salaried) must record start time, lunch breaks and end time of each day. You must also record what project you were working on, the location of the project, any equipment operated, and a description of the work you performed. If you worked on more than one project in one day, the payroll clerk needs to know how many hours were spent on each project. This is so the cost of labor can be figured for each project.

To ensure that accurate records are kept and that you are paid in a timely manner, you or your supervisor will accurately record your hours worked on the timekeeping app. Falsification of your time record may result in disciplinary action, up to and including termination. **All** paychecks will be direct deposited into your checking and/or savings account and the pay stub will be available to you online.

Per Diem

Van Kirk's will pay for a hotel room for you to share with a fellow employee and give you \$30 per day for Per Diem for any night you must stay out of town.

Camper Policy

Should you choose to pull your own camper to stay in, Van Kirk's will pay \$40 per night to all non-supervisor employees and \$50 to all supervisors per night required to stay out of town. (Typically, Monday – Thursday). There will be **no** separate per diem pay. You will not receive a per diem camper payment for Friday unless you are required to stay Friday night and work Saturday.

Direct Deposit

Direct deposit is required to be employed at Van Kirk Bros. Contracting. Your paycheck will be deposited directly into your bank account. You will be given the authorization form for deposit when you do your initial hire paperwork. Should you have any changes in your bank information, please contact the office immediately with the new information and to fill out new authorization paperwork.

Inclement Weather

The Company is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening, and on rare occasions, we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

In the event that the Company's facilities are closed by the Company or the government, employees may use PTO. If the Company's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, you may use PTO. You should always use your judgment about your own

safety in getting to work. Please use common sense and best judgment when traveling to work in inclement weather. If you are unsure whether or not to report to work due to weather, always make a phone call to your supervisor for clarification.

Classifications of Employment

Probationary Employee: Permanent Full-time Employees whose performance is being evaluated to determine whether further employment in a specific position or with Van Kirk Bros. is appropriate. Employees who satisfactorily complete the probationary period will be notified of their new employment classification.

Full-time Employee: Full-time employees are hired for an indefinite period of time and work the full normally scheduled number of hours each week. Full-time employees meeting length-of-service requirements are eligible for certain benefits.

Part-time Employee: A part-time employee is one who is routinely scheduled to work fewer than 35 hours per week on behalf of this Employer. Part-time employees are not eligible for benefits, except as indicated in specific benefit descriptions.

Temporary/Seasonal Employee: A temporary/seasonal employee is one who is hired for special projects, certain seasons, or periods of time. A temporary/seasonal employee may work any number of hours a week. Temporary/seasonal employees are not eligible for employee benefits.

Orientation and Training

To help you become familiar with the Company and our way of doing things, the Company will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, the Company may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

Probationary Period

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Van Kirk Bros. uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or Van Kirk Bros. may end the employment relationship at will at any time during or after the probationary period, with or without cause or advance notice.

All new and rehired employees work on a probationary basis for the first 60 calendar days after their date of hire. Conditions of probation may be less than

the prescribed 60 days under the decision of the owners. This, however, would be in cases of exemplary performance standards of the probationary employee.

Employees who are promoted or transferred within Van Kirk Bros. must complete a secondary, probationary period of the same length with each reassignment to a new position. Any significant absence will automatically extend a probationary period by the length of the absence. If Van Kirk Bros. determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a specified period.

In cases of promotions or transfers within Van Kirk Bros., 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 probationary period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and Van Kirk Bros. needs.

Upon satisfactory completion of the initial probationary period, employees enter a regular employment classification.

Performance Reviews, Salary Reviews

An employee's first performance review will take place after 60 days of employment with the Company. Thereafter, performance reviews will normally be conducted annually. All performance reviews will be completed in writing by your supervisor or manager on the form designated by the Company and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the Company at its discretion in consideration of various factors, including your performance review.

Records

Van Kirk Bros. establishes your personnel file when you begin employment. We ask that you report to your Supervisor any changes you have in your name, address, telephone number, marital status, number of dependents and who to notify in the case of an emergency.

Termination

The ending of your employment with this Employer may occur in several ways, such as:

1. **Self-termination:** When you do not report to work for **two** consecutive workdays, without notifying your Supervisor, you are self-terminated.
2. **Resignation:** When you initiate your own termination for any reason.

3. **Release:** When the Employer initiates your termination due to lack of work, a change in the work force, for unsatisfactory performance of the duties of the position, or for any other reason other than misconduct.
4. **Discharge:** When the Employer terminates an employee for misconduct.
5. **Retirement:** When you terminate your employment in accordance with provisions of the Employer's retirement plan.

Layoffs

Due to the seasonal nature of our business, layoffs do occur. If there is no productive work for members of a crew due to the workload, weather, etc., you could be sent home for the day or an extended period of time. It is your responsibility to check with your foremen or supervisor on when you are to return to work after such a delay. The Employer will notify affected employees with as much advance notice as possible and according to federal and state laws. In the event an employee refuses recall to work and does not show up for work within two workdays of being recalled, the employee is self-terminated.

Supervisors

As an employee, you will work under the direct supervision of a foreman, or a supervisor and you will be expected to follow his or her instructions. Generally, your supervisor should be the first person you call on if you have any questions concerning work or personnel problems, unless the problem involves the supervisor, in which case you should contact the office.

Travel To & From Job Sites

The nature of the construction business requires us to work in various locations. This means going from one location to another. We cannot guarantee a stay-at-home work situation. Therefore, if asked, we expect you to travel. Failure on your part to travel as the work requires constitutes a voluntary quit from your employment with the company.

Van Kirk's do not pay 100% of travel time to and from the jobsites. The Drive Time Policy is as Follows:

TRAVEL IN COMPANY VEHICLE

If you are driving OR riding in a Company Vehicle, you will be paid for travel time exceeding 2 hours from your home. In other words, the first 2 hours is NOT paid, therefore, do not record it on your timecard.

EXAMPLE:

You live in Grand Island and are working at a jobsite located in Bayard and will be staying overnight in Bayard all week. You leave Grand Island on Monday morning, driving or riding in a Van Kirk vehicle. The total drive time from Grand Island to Bayard is 5 hours. You will be paid for 3 of the 5 hours on Monday.

Friday you leave Bayard and return home to Grand Island in a company vehicle. The total drive time from Grand Island to Bayard is 5 hours. You will be paid for 3 of the 5 hours on Friday.

The Supervisor/employee reports 3 hours of drive time on Monday and 3 hours of drive time on Friday on the time sheet. The remaining 2 hours of drive time for Monday and Friday are NOT to be reported on the time sheet.

TRAVEL IN PERSONAL VEHICLE

If you drive OR ride in a PERSONAL vehicle to and from the jobsite, travel time will be paid when you are required to travel beyond 45 miles from your home. If the jobsite is 45 miles or less from your home you will NOT be paid travel time. For recording purposes, one mile will equal one minute, therefore 45 miles will equal 45 minutes of drive time.

EXAMPLE:

You live in Grand Island and are working on a jobsite in Lexington. The distance from Grand Island to Lexington is 90 miles or 90 minutes of drive time. The first 45 miles (45 minutes) of the 90 mile (1 ½ hour) drive will not be paid for. You will be paid for 45 minutes of drive time TO Lexington.

You leave Lexington and return to Grand Island the same day. You will be paid for 45 minutes of drive time to return home to Grand Island. You drove or rode a total of 3 hours that day, but your total paid drive time for that day will be 1 ½ hours.

Record the 1 ½ hour of drive time on your time sheet for that day. The remaining 1 ½ hour is NOT to be reported on the time sheet.

Van Kirk's will use MapQuest to determine mileage and travel time. If you do not live in a town (i.e. farm house or outside city limits) ALL mileage and travel time will be based on the nearest town. If you live 5 miles west of the city limits of Hastings, NE and are required to travel to Sutton, NE. Mileage/travel time will be based on travel from the town of Hastings to Sutton.

Rooms may be provided by Van Kirk Bros. for construction projects located 70 miles or more from your home. The decision as to whether you stay out of town or not is up to the discretion of your supervisor and/or project manager. When you stay over night, you will be paid \$30.00 per day per diem to cover the expense of your evening meal. You will not receive a per diem payment for Friday unless you are required to stay Friday night and work Saturday.

Behavior and Guidelines for Conduct

Employees will behave in a courteous and respectful manner with co-workers, management, clients and the public. When you interact with co-workers, management, clients, prospective clients and with the public, you will conform your conduct to generally accepted standards of good behavior Van Kirk Bros. will not tolerate employee conduct which creates an intimidating, hostile or offensive working environment. An employee who intimidates, is hostile to, or is offensive to another employee, a client, or prospective client of Van Kirk Bros. Contracting, to

an officer, manager or supervisor, or to the public with whom the Employer deals, will be subject to disciplinary action, up to and including termination.

Personal Appearance & Demeanor

The current Company dress code is Hard hat, safety glasses, safety vest, shirt, pants, steel toed boots. As always, please use common sense in your choice of work attire.

Work clothes must be clean, neat and in good repair so that they do not create a safety hazard for you. Hard Hats are required on the job site. Ragged or loose clothing, dangling chains, bracelets and earrings, tie belts and any other items that are considered a risk to your safety are not allowed. Jeans that are in good repair are acceptable. Shirts may be short-sleeved or long-sleeved. Shorts or jogging suits are not acceptable. You must wear steel-toed boots. Thongs, sandals, cloth or canvas-covered tennis shoes or any other open-style footwear that leaves the foot unprotected is not acceptable. For safety reasons, you must contain hair that falls below the base of the neck or tip of the nose by using a hair net, rubber band or clasp to hold the hair close to the head.

Employees failing to comply with these standards of dress and appearance are subject to disciplinary action, which may include termination.

Safety and Injury Prevention Program

Employee safety is a primary concern of Van Kirk Bros. Contracting and to everyone working here. We are committed to providing a safe and healthy workplace for our employees. The company Safety and Health Manual is included in the binder with this handbook.

This company recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. To help provide this communication, we have established a safety committee.

Safety Committee Mission Statement: It is the mission of the Safety Committee of Van Kirk Bros. Contracting to promote a safe working environment for all employees by assisting in the overall effort to minimize the frequency of accidents, and to identify corrective measures needed to eliminate or control recognized safety hazards.

The safety committee for Van Kirk Bros. Contracting will be composed of an equal number of management and employee representatives. The safety committee will study and discuss safety in all operating methods and practices, to adopt and maintain an effective injury prevention program. The safety committee will meet at least quarterly to implement and evaluate the injury and illness prevention program. The committee will evaluate all accident reports and/or employee or subcontractor hazardous situation reports and will make recommendations for

improving safety. In addition, the committee may periodically present training programs to educate employees on the importance of safety. Written minutes will be maintained of all meetings for a period of three years.

Suggestions for safety improvements are encouraged. No employee shall be retaliated against for reporting dangers or potential dangers, or for making suggestions related to safety and health. Please make your suggestions to Van Kirk Bros. Contracting's office.

If you are injured while on your job, no matter how slight, you must report the injury immediately to your Supervisor. Then you must file a written report with the office personnel within 48 hours. If you are under a doctor's care, you must give a written release from your doctor to your supervisor before returning back to work. Van Kirk's Return To Work Program is also included in this handbook.

Return to Work Program

PURPOSE

This policy is in place to ensure Van Kirk Sand and Gravel, Inc. provides meaningful work activity for employees who are temporarily unable to perform all, or portions, of their regular work assignments or duties. This policy applies to employees suffering from either work- or non-work-related injury or illness. The goal is to allow valued company employees to return to productive, regular work as quickly as possible. By providing temporary transitional or modified work activity, injured and recovering employees remain an active and vital part of the company. Studies show that a well-constructed Return to Work Policy reduces lost time days, allows workers to recover more quickly and makes for a more positive work environment.

SCOPE

All active employees who become temporarily unable to perform their regular job duties due to a compensable work-related or non-work-related injury or illness may be eligible for transitory work duties within the provisions of this program. Return to work tasks may be in the form of:

- *Changed duties within the scope of the employee's current position*

- *Other available jobs for which the employee qualifies, outside of the scope of his or her current position.*

- *An altered schedule of work hours*

DEFINITIONS

- *Transitional duty is a therapeutic tool used to accelerate an injured employee's return to work by addressing the physical, emotional, attitudinal and environmental factors that otherwise inhibit a prompt return to work. These assignments are meant to be temporary and may be limited to 90 days, though Van Kirk Sand and Gravel, Inc. permits multiple 90-day assignments back-to-back if they are medically warranted.*

- Alternate duty is a part of Van Kirk Sand and Gravel, Inc.'s Return to Work policy. The policy is designed as a placement service for individuals who have reached maximum medical improvement (MMI) and are still unable to perform the essential functions of their pre-injury jobs.

APPLICABILITY

Length of Duty

- If work is available that meets the limitations or restrictions prescribed by the employee's attending practitioner, that employee may be assigned transitional or modified work for a period not to exceed 90 days unless Van Kirk Sand and Gravel, Inc. permits additional 90-day assignments based on medical necessity. Transitional or light duty is a temporary program, and an employee's eligibility in these reduced assignments will be based strictly on medical documentation and recovery progress.

Daily Application

- Any employee who fails to follow his or her restrictions may cause a delay in healing or may further aggravate the condition. Employees, who disregard their established restrictions, may be subject to disciplinary action, up to and including termination. Where applicable and as allowed by law, a disregard for restrictions may also jeopardize disability benefits.

Qualification

- Transitional or modified duty will be available to all employees on a fair and equitable basis with temporary assignments based on skill and abilities. Eligibility will be based upon completion of the Return to Work Evaluation Form by the employee's attending medical professional. An employee on modified duty will be considered part of the regular shift staffing, with recognition of the employee's limitations within the department.

RESPONSIBILITIES

The following responsibilities apply to various levels within the company.

- Senior management will ensure the policy's enforcement among all levels at Van Kirk Sand and Gravel, Inc. and will actively promote and support this policy and the Return to Work Program as a whole.
- Supervisors will support the employee's return to work by identifying appropriate modified assignments and ensuring the employee does not exceed the medical professional's set restrictions. Supervisors will also stay in regular contact with absent employees and communicate Van Kirk Sand and Gravel, Inc.'s attendance expectations clearly. They are also responsible for reporting any problems with employees and this policy to the return to work manager or program supervisor.
- Injured workers will notify their supervisors in a timely manner when their condition requires an absence. Injured workers should also note that, often, state law requires employees to report injuries and illnesses within specific time frames in order to qualify for certain benefits and protections. Injured employees will also

closely follow their medical professional's treatment plan and actively participate in Van Kirk Sand and Gravel, Inc.'s Return to Work Program, which includes following all the guidelines of this policy. Injured employees will also help supervisors identify potential options for transitional duties. While supervisors are responsible for maintaining constant communication with the injured employee, the worker also has the obligation to maintain contact with Van Kirk Sand and Gravel, Inc. about his or her condition and status. The injured worker will complete all required paperwork in a timely manner.

- Return to Work Program Manager will be trained in understanding the physical and psychosocial aspects of disability and will understand the nuances of Van Kirk Sand and Gravel, Inc.'s Return to Work Program, policies and all associated forms. This individual will be able to testify in court as a vocational expert, if necessary. He or she will provide program leadership by facilitating communication between union officials, employees, managers and medical providers. This manager will own the responsibility of creating the Van Kirk Sand and Gravel, Inc. Job Bank and will assist supervisors with on-site problem solving.

PROCEDURE

Work Schedule

- Van Kirk Sand and Gravel, Inc. will do everything in its power to tailor the restricted work schedule to the injured employee's normal, pre-condition work schedule. However, depending on the job limitations, it may be necessary for the employee to take on a specifically designed, temporary schedule to accommodate these restrictions.

Payment of Wages

- If qualified authorities determine an employee's injury is work related, Van Kirk Sand and Gravel, Inc. will pay benefits and wages in accordance with the state workers' compensation statute and with the company's human resources policies. These benefits will be coordinated with all applicable state, federal and company benefits.

- Employees performing modified duty on a restricted workweek will receive payment for hours worked from the company. For work-related illnesses or injuries, employees may be eligible for benefit payments through workers' compensation.

- An employee performing transitional duty for a non-work-related injury or illness on a normal work schedule shall receive an hourly rate for all time worked that may not necessarily equal the full-duty hourly rate.

- Employees performing transitional duty on a restricted workweek following a period of short-term disability (STD) may receive a combination of regular pay and partial disability benefits. The employee and the Van Kirk Sand and Gravel, Inc. Human Resources department will work out this combination on a case-by-case basis.

- If employees take vacation or there is a holiday during restricted duty, they are entitled to their regular vacation selection or holiday pay as it would apply to normal, non-restricted duty. [Employers should verify any workers' compensation or disability benefit plan's language pertaining to payment adjustments for vacation or holiday pay.]

Communication Expectations

- If an employee is unable to work in any capacity and the company approves of the absences, the employee must stay in constant communication with the Return to Work Program Manager and the direct supervisor. Each must receive an update of the employee's medical status on at least a weekly basis. Failure to do so may result in a reduction in available benefits and discipline up to and including termination.

Medical Appointments

- Van Kirk Sand and Gravel, Inc. asks that, when possible, employees to schedule medical appointments at times resulting in the least interference with work hours. Employees may use time off for medical appointments if they have it available. Employees should inform their superiors of all medical appointments as soon as possible. Non-emergency medical appointments not scheduled in advance may be cause for denial of time off.

- The employee's medical provider must complete the Van Kirk Sand and Gravel, Inc. Return to Work Evaluation Form for each visit to evaluate the employee's impairment. It is the employee's responsibility to inform Van Kirk Sand and Gravel, Inc. of his or her medical status after each doctor visit. This applies to both work-related and non-work-related injuries and illnesses that interfere with work assignments.

Employee Procedures

1. In the event an injury or illness is work related, report it to your supervisor as soon as practicable.
2. Complete and sign a Report of Injury Form.
3. Let your supervisor know that you are seeking medical treatment and obtain a Return to Work Evaluation Form. The Return to Work Evaluation form must be completed for each practitioner visit regardless of your choice of physician and regardless whether the condition is work related or not.
4. Participate in the Return to Work Program on temporary transitional work for up to 90 days while your medical provider and supervisor continuously review your condition. Van Kirk Sand and Gravel, Inc. may extend the 90-day period based on medical necessity.

REFUSAL TO PARTICIPATE

If you are unable to return to your regular job but are capable of performing transitional duty, you must return to transitional duty. Employees who choose not to participate in the Van Kirk Sand and Gravel, Inc. Return to Work Program or follow all regulations in this Return to Work Policy may become ineligible for state workers' compensation benefits, and, in some cases, refusal to participate may be a basis for termination. Unpaid family medical leave may apply upon refusal and disability benefits will cease.

FAMILY MEDICAL LEAVE AND OTHER BENEFITS

State or federal leave laws may provide additional rights and protections during times of illness or injury. Lost wages may be reimbursed if disability benefits are available. Contact the Human Resources department for further details.

Hazard Communication

In our work we store and use various chemical substances. Some of these substances may be hazardous to you if not properly stored and handled. To prevent such hazards the Employer has a written Hazard Communication Plan and also maintains a file of Material Safety Data Sheets (MSDS). The written Hazard Communication Plan and the MSDS is available in the main office and in the job site tool vans for your review. Your supervisor and the Safety Committee will give you guidance on the safe use and proper handling of hazardous substances. You are to follow these guidelines at all times.

Company Vehicles

Use of company-owned vehicles and equipment is restricted to official company business only. Company-owned vehicles/equipment includes but is not limited to pick-ups, tractor-trailers, dump trucks, trailers, and all heavy equipment. After-hours use of a company-owned vehicle is prohibited. Employees who drive the company's vehicles are expected to keep them clean, inside, and out. Employees who regularly drive a company vehicle/equipment are responsible for the maintenance of that vehicle/equipment. This includes routinely checking the oil, making sure the tires are okay, etc...

If an employee feels a vehicle is in need of major repairs, they should contact management as soon as possible. Employees who violate this policy are subject to discipline, up to and including termination.

Company-owned vehicles are assigned only to employees with valid United States driver's licenses and after a driver's record check with the Department of Motor Vehicles. An employee who does not have a valid driver's license and acceptable driving record will not be allowed to drive a company-owned vehicle. Employees who are assigned company vehicles are not to allow any nonemployees to drive the vehicle. If a company vehicle becomes scratched, dented, or damaged in any way, the driver must report the damage to his or her supervisor immediately.

Use of a Company Vehicle Policy

Company vehicles are for business use only. Vehicles assigned to specific employees and taken home at night may only be used to drive to and from the business or the job site(s). Employees are prohibited from using any company vehicle for personal use outside normal business activities. Spouses, children, siblings, or anyone else not specifically designated as a driver under the company's Commercial Auto Policy are prohibited from driving any company owned, leased or rented vehicle at any time. Drivers are required to comply with

traffic laws and safe driving practices. Seatbelts are required for all occupants of company owned, leased and rented vehicles. All passengers are required to ride in the passenger compartment; riding in truck beds is prohibited. Alcoholic beverages or illegal drugs are not allowed in a company owned, leased and rented vehicle at any time. Any damages to company owned, leased, and rented vehicles caused by employee carelessness, abuse or negligence will be the responsibility of the employee; including insurance deductibles. Any employee violating this policy is subject to disciplinary action including employment termination.

Driving Infractions/Tickets

While driving company vehicles, you are to follow all Nebraska driving laws. If you should happen to get pulled over for any moving violation (speeding, no turn signal, failure to stop at a stop sign, etc.) you will be responsible for paying the fine.

CDL Physicals

Van Kirk Bros. Contracting will pay for your CDL physical, but you must get them done by a clinic or physician of Van Kirk Bros. choice. If you choose to go to a doctor of your choice, you will be required to pay for your own physical. If you fail your first physical, any other subsequent physical exams will be out of your own pocket.

Tools & Equipment

You will be expected to supply your own tape measure on the job. All other tools and equipment will be supplied by Van Kirk's. The company's tools shall be put away each night and secured in the tool vans. The company equipment shall be parked in a designated area and secured each night. If you are assigned to a piece of equipment, you will be expected to follow a routine maintenance schedule for that piece of equipment. This includes checking the oil on a daily basis. If you feel there is something wrong with the equipment, notify your supervisor immediately.

Cell Phone Use Policy

Cell Phone Use While Driving

It is the policy of Van Kirk Bros. Contracting to provide communication technology capabilities for Supervisory and other key personnel to help them perform their duties in a safe and secure manner. When employees are entrusted with cell phones it is their responsibility to utilize them in a safe, prudent manner that does not jeopardize their safety or that of other employees, passengers and the motoring public, or our equipment, facilities and other materials. This policy also covers Van Kirk employees using personal cell phones while doing business for Van Kirk Bros., regardless if driving a company or personal vehicle. It is essential that when a conflict exists between safety and the utilization of one of these devices, safety must receive top priority. **You will survive a missed call; you might not survive a collision!**

Driving Is Your Top Priority!
Obey ALL Traffic Signs and Signals!
Stay Within the Speed Limit!

Van Kirk's Policy is to not use the cell phone while driving unless it is absolutely necessary. Social calls are not allowed while you drive. It is only for communication with company representatives for company purposes.

If you must use the cell phone for communication:

1. Obey all state and local laws regarding in-vehicle cell phone use.
2. Get to know your cell phone's features such as speed-dial and redial. Memorize your keypad.
3. If you have a passenger with you, have them make the call for you.
4. Do not use phone text messaging or similar protracted data functions while driving. **This is against the law in the state of Nebraska.**
5. Position the cell phone within easy reach.
6. Let the person you are speaking with know you are driving.
7. Suspend conversations during hazardous situations, including congested traffic or bad weather. Allow incoming calls to go directly to your voice mail.
8. Never take notes or look up information while driving.
9. Dial sensibly and assess the traffic. Except during an emergency such as a traffic accident; place the calls when you are not moving or before pulling into traffic.
10. Do not engage in stressful or emotional conversations that may divert your attention from the road or your responsibilities.
11. Keep any necessary conversations brief. When possible, handle calls when your vehicle is not in motion.
12. Hang up without warning in precarious traffic situations. You can always explain later why you disconnected.

Camera Phone Policy

In addition to the items detailed for cell phone use above:

1. Never take photographs of anybody without their permission.
2. If you are involved in an accident, take photographs of the accident scene. Photograph the following:
 - Vehicles at their places of rest
 - Skid marks, gouge marks, debris, etc.
 - People who were involved in the accident and who apparently have no injuries,
 - Fire departments, police departments, emergency medical services, etc...
 - NEVER photograph injured people.

Cell Phone Usage on Job Sites

Excessive cell phone usage on job sites not only affects job productivity, but it also puts yourself and others at risk of an accident. When you are talking on the phone, you are not paying attention to what you're doing.

1. Supervisors and individuals with company issued phones are permitted to carry their cell phones at all times.
2. Personal cell phones are to be left in the employee's vehicle during working hours unless otherwise instructed by the job site supervisor. Personal cell phones can be checked for messages and personal calls made during approved breaks and lunch break.
3. If someone such as a family member needs to contact an employee during working hour, instruct the individual to call the company office at 402-773-5250 and the office personnel will contact the job site supervisor to relay the message. The individual will need to explain the nature of the message. A change in social plans or a broken home appliance is NOT an emergency.

If you must use the cell phone for communication:

1. Obey all state and local laws regarding in-vehicle cell phone use.
2. Get to know your cell phone's features such as speed-dial and redial. Memorize your keypad.
3. Do not use phone text messaging or similar protracted data functions while driving. This is against the law in the state of Nebraska.
4. Position the cell phone within easy reach.
5. Let the person you are speaking with know you are driving.
6. Suspend conversations during hazardous situations, including congested traffic or bad weather.
7. Never take notes or look up information while driving.
8. Dial sensibly and assess the traffic. Except during an emergency; place the calls when you are not moving or before pulling into traffic.
9. Do not engage in stressful or emotional conversations that may divert your attention from the road or your responsibilities.
10. Keep any necessary conversations brief.
11. Hang up without warning in precarious traffic situations. You can always explain later why you disconnected.

Violation of this policy will result in disciplinary actions as detailed in the Company Vehicle Policy.

Headphone Usage on Job Sites

The use of headphones/ear buds on job sites is prohibited. They are a significant hearing impairment which can pose danger, especially if an employee is unable to hear warning sounds or even an order for an emergency stop. A worker's concentration and alertness can be potentially compromised, which can cause mistakes and lead to injuries on the job.

Computer/Tablet/Smart Phone Policy

Internet Access

Access to the Internet is given principally for work-related activities or approved educational / training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities.

Right to Monitor

The Company email and Internet system is at all times the property of the Company. By accessing the Internet, Intranet and electronic mail services through facilities provided by the Company, you acknowledge that the Company (by itself or through its Internet Service Provider) may from time-to-time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that the Company uses email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

Responsibilities and Obligations

Employees may not access, download, or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must always respect and comply with copyright laws and intellectual property rights of both the Company and other parties. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the Company.

Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and Company policies. Violation of this policy is a serious offense and subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

Email

The email system is the property of the Company. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Company. You may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.

The Company email system is Company property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using Company hardware and software.

Electronic mail is like any other form of Company communication and may not be used for harassment or other unlawful purposes. Your email account is a Company-provided privilege and is Company property. Remember that when you send email from the Company domain, you represent the Company whether your message is business-related or personal.

Confidentiality of Electronic Mail

As noted above, electronic mail is always subject to monitoring, and the release of specific information is subject to applicable laws and Company rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

Social Media

The term "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company rules, policies and procedures apply to an employee's social media activities online. Any conduct that adversely affects an employee's job performance or the performance of fellow employees, or otherwise adversely affects the Company's legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

Employee Privacy

In this age of the Internet where privacy has become an increasing concern, we take your privacy very seriously. The privacy and security of your personal data (the "Personal Information") which we collect from you is important to us. It is equally important that you understand how we handle this data. The Company will not knowingly collect or use Personal Information in any manner not consistent with this policy, as it may be amended from time to time, and applicable law

Collection of Information

In the course of conducting our business and complying with federal, state, and local government regulations governing such matters as employment, tax, insurance, etc., we must collect Personal Information from you. The nature of the information collected varies somewhat for each employee, depending on your employment responsibilities, the location of the facility where you work, and other factors. We collect Personal Information from you solely for business purposes, including those related directly to your employment with the Company, and those required by governmental agencies.

Use of the Information Collected

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- **Human Resources Management.** We collect, store, analyze, and share (internally) Personal Information in order to attract, retain, and motivate a highly qualified workforce. This includes recruiting, compensation planning, succession planning, reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements, and communication with employees and/or their representatives.
- **Business Processes and Management.** Personal Information is used to run our business operations including, for example, scheduling work assignments, managing Company assets, reporting and/releasing public data (e.g., annual reports, etc.). Information may also be used to comply with government regulations.
- **Safety and Security Management.** We use such Personal Information as appropriate to ensure the safety and protection of employees, assets, resources, and communities.
- **Communication and Identification.** We use your Personal Information to identify you and to communicate with you.

Limited Disclosure

The Company acts to protect your Personal Information and ensure that unauthorized individuals do not have access to such information by using security measures to protect Personal Information. We will not knowingly disclose, sell, or

otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your express written permission, except where disclosure is reasonably necessary to comply with the law.

Security of Personal Information

We employ reasonable security measures and technologies, such as password protection, encryption, physical locks, etc., to protect the confidentiality of your Personal Information. Only authorized employees have access to Personal Information. If you are an employee with such authorization it is imperative that you take the appropriate safeguards to protect such information. Paper and other hard copy containing Personal Information (or any other confidential information) should be secured in a locked location when not in use. Computers and other access points should be secured when not in use by logging out or locking. Passwords and user IDs should be guarded and not shared. When no longer necessary for business purposes, paper and hard copies should be immediately destroyed using paper shredders or similar devices. Do not leave copies in unsecured locations waiting to be shredded or otherwise destroyed. Do not make or distribute unauthorized copies of documents or other tangible medium containing Personal Information. Electronic files containing Personal Information should only be stored on secure computers and not copied or otherwise shared with unauthorized individuals within or outside of the Company.

The Company will make reasonable efforts to secure Personal Information stored or transmitted electronically from hackers or other persons who are not authorized to access such information.

Any violation or potential violation of this policy should be reported to your immediate supervisor, designated manager, or the Office. The failure by any employee to follow these privacy policies may result in discipline up to and including discharge of the employee. Any questions or suggestions regarding this policy may also be directed to your immediate supervisor, designated manager, or the Office.

Tardiness and Absences

Absenteeism or tardiness that is unexcused or excessive in the judgment of Van Kirk's will result in disciplinary action, up to and including dismissal. An unexcused absence occurs when you fail to properly notify Van Kirk Bros. Contracting. If you are absent from work because of an emergency, notify your Supervisor or the office before 10:00 a.m. of the first day of your absence. You are required to call in each day of your absence, before 10:00 a.m. *Understand that an absence of **two** consecutive days without notifying your Supervisor or the office is job abandonment and is a voluntary termination.*

Prevailing Wage Job

Hourly Employees will be hired at a base pay per hour. On occasion, our company obtains contracts for work that is Federally Funded. These Federally funded projects require us to pay our employees, who are working on said project, according to prevailing wage guidelines. This may result in a temporary pay increase while you are working on one of these projects. You will be paid your base pay when you are not working on a prevailing wage project.

Smoking

In order to provide a safe and comfortable working environment for all employees, smoking is strictly prohibited at all times inside any Company building.

Alcohol and Drugs

To comply with the Drug-Free Workplace Act and to protect your safety and the safety of all our employees, we will enforce the following policy:

You may not possess, be under the influence of, manufacture, distribute, or use any alcohol, intoxicant, or narcotic on the way to work, on the job, or on the Employer's property (including job sites, parking lots, adjacent parking lots, or surrounding buildings). If a representative of Van Kirk Bros. Contracting has reason to believe that you are unable to perform the duties of your job in a safe and productive manner, or if in management's opinion your presence on the job creates a risk to the safety and well-being of yourself, other employees, the public or to the Employer's property, you will be suspended from the workplace immediately. Violation of this policy is a serious offense and will result in disciplinary action, which may include immediate termination and you will be asked to leave the job site/place of work immediately by your own transportation. Van Kirk's participates in the required Department of Transportation random drug and alcohol testing for CDL drivers as well as pre-employment and random drug screens for all employees. Van Kirk Bros. Reserves the right to test for probable cause.

Substance Abuse

The Company recognizes alcohol and drug abuse as potential health, safety and security problems. The Company expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs, or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to disciplinary action and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol, or other intoxicants, as well as the misuse of prescription drugs on Company premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly encourage you to behave responsibly and appropriately at all times. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform your immediate supervisor, designated manager, or the Office for assistance in seeking help to address substance abuse, who can also help you determine coverage available under the Company's medical insurance plan.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the Company.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

**Van Kirk Bros. Contracting
Drug & Alcohol Testing Program
For CDL and None-CDL Employees
As of February 2018**

Van Kirk Sand & Gravel, Inc. d/b/a Van Kirk Bros. Contracting (here after referred to as Van Kirk's) is committed to strive for a safe working environment for our employees. The illegal use or abuse of drugs and/or alcohol constitutes a threat to the safety and health risk of our employees and the general public, which creates an unacceptable safety, and health risk in our workplace. The following is a summary of the provisions of Van Kirk's Drug Free Workplace Policy. A copy of the full text of the Policy is available upon request through your job supervisor. This policy applies to all employees as well as applicants to whom an offer of employment is extended. The Drug Free Workplace Policy requires you to report to work, and to perform your work, free of detectable levels of certain drugs, alcohol or other substances, which affect your ability to work safely.

All applicants offered employment will be required to submit to a drug test. Refusal to submit to testing, interfering with the collection process, or a positive test result, will be cause for the company to withdraw its offer of employment.

The company may require drug and/or alcohol testing of its employees in post accident, reasonable suspicion, return to duty, and unannounced follow-up situations. Failure to voluntarily submit to ordered testing and detection procedures, or interfering with the collection and testing procedures, is considered a violation of work rules and may result in disciplinary proceedings up to and including discharge.

The testing procedure, which applies to job applicants and employees, will begin with an initial drug and/or alcohol screen paid for by Van Kirk's. Body components to be tested may include but are not limited to, urine, blood, breath, and saliva samples. If your sample is positive in the initial screen, that sample will be used to conduct a second (confirmation) test, paid for by Van Kirk's, to verify the results of the first screen. A negative result on either the initial screen or the confirmation test

will be considered a successful completion of the drug and/or alcohol screen and no additional testing will be required at that time. In the event that testing devices are used for the initial screening test which provide instantaneous results and the sample is Non-Negative on the initial screen, the sample will be sent to a SAMHSA certified testing laboratory for a second (confirmation) test to verify the results of the first - instant screen. If you test positive on the confirmation test, you have the right to submit information to Van Kirks to explain the positive test; or to request your own confirmation test of the original sample to be performed by a SAMHSA certified testing laboratory of your choice at your cost. A negative test on the confirmation test will be considered a successful completion of the drug and/or alcohol testing. In this situation, employees will be paid for time missed. A positive result on the confirmation test will be considered a failure of testing.

Consistent with our belief that chronic substance abuse is an illness responsive to treatment and rehabilitation, and that employees are our most valuable asset, we encourage those employees who may be experiencing a substance abuse illness to voluntarily seek counseling, evaluation, and possible treatment. Requests for such assistance should be directed to Human Resources at the company office or Company President. All information regarding requests and the condition of those employees seeking assistance will be strictly confidential. We need your cooperation to ensure a safe and productive workplace.

SECTION ONE - PHILSOPHY

Van Kirk Bros. Contracting is committed to strive for a work environment free from the adverse affects of drugs and alcohol. Consistent with this philosophy, Van Kirk's have adopted this policy to test for illegal drug and alcohol abuse in the workplace.

SECTION TWO - PURPOSE

1. To strive for a safe, healthy working environment for all employees;
2. To ensure the reputation of Van Kirk's, within the industry and community at large;
3. To reduce substance related accidental injuries to persons or property;
4. To reduce substance abuse related absenteeism and tardiness, and to improve productivity;
5. To refer qualified and eligible employees who seek help to the appropriate sources;
6. To deter individuals from selling, purchasing, transferring, using, or possessing illegal drugs, and or alcohol in connection with work;
7. To clearly state the goal to strive for a workplace free from the adverse affects of substance abuse;
8. To comply with any law or regulation requiring such programs.

SECTION THREE - SCOPE

This Policy applies to:

1. All job applicants who are offered positions with Van Kirk's, and,
2. All employees of Van Kirk's.

SECTION FOUR - INDIVIDUALS SUBJECT TO TESTING AND CIRCUMSTANCES UNDER WHICH TESTING MAY BE REQUIRED.

- **Pre-Employment/Post Offer:** A pre-placement/post offer drug screening test will be administered to all job applicants who have been given a conditional offer of employment with Van Kirk's.
- **Owner Required Testing:** Also referred to as Random Testing. CDL Employees will be randomly tested with accordance to Federal Motor Carrier rules and regulations. 5% of all Non-CDL Employees will be tested on a quarterly basis. The random selections will be made by an independent company.
- **Reasonable Suspicion Testing:** Drug and/or alcohol testing may be required of employees and/or subcontractors if Van Kirk's have reasonable suspicion that the employee:
 1. Is under the influence of drugs or alcohol;
 2. Has sustained work-related injury requiring medical attention;
 3. Has caused another employee to be injured in a work-related accident;
 4. Has caused or was involved in a work-related accident resulting in property damage;
 5. Was involved in a "near miss" (defined, as an incident that has the attributes of an accident yet has no apparent damage to person or property).
- **Return to Duty Testing:** An employee will be required to undergo drug and/or alcohol testing after completion of a prescribed chemical abuse, education, or dependency treatment program and prior to being reinstated. A negative result is required for reinstatement.
- **Follow up testing:** An employee will be required to undergo drug and/or alcohol testing without prior notice for a period of up to two years following completion of any prescribed chemical dependency treatment program and reinstatement.

SECTION FIVE- TESTS AND CONSEQUENCES OF TEST RESULTS

Testing Procedure

The testing procedure, which applies to job applicants and employees, will begin with an initial drug or drug/alcohol screen, paid for by Van Kirk's. If the sample is positive on the initial screen, that sample will be used to conduct a second confirmation test, paid for by Van Kirk's. In the event that testing devices are used for the initial screening test which provides instantaneous results, and the sample is positive on the initial screen, the sample will be sent to a SAMHSA certified laboratory to conduct a second confirmation test, paid for by Van Kirk's, to verify the results of the first screen. A negative result on either the initial screen or the confirmation test will be considered a successful completion of that drug or drug/alcohol screen. If you test positive on the confirmation test, you have the right to:

1. Submit information to explain a positive test result to Van Kirk's; or,
2. To request a confirmation test on the original sample (or confirmation sample in the event instant result testing devices are used) to be performed by a SAMHSA certified testing laboratory of your choice at your cost. This request must be made in writing to Van Kirk's within 5 days after you have received

notice of the positive confirmation result.

A negative result on the confirmation test will be considered a successful completion of the drug or drug/alcohol testing. In this situation, the employee will be paid for the time missed and be reimbursed for the confirmation test cost. Applicants will be reimbursed for the cost of the negative confirmation test only. A positive result on the confirmation test will be considered a failure of the testing.

Detection Limits

Shown in this section of the Policy are the drugs and their metabolites, and levels of detection, for which Van Kirk's is testing. A blood alcohol content of .02 and above will be considered positive.

DRUG TESTING PANEL

DRUG	SCREENING METHOD	SCREENING CUTOFF*	CUT-OFF METHOD	CONFIRMATION LEVEL**
Cannabinoids	EMIT	50 ng/ml	GC/MS	15 ng/ml
Cocaine	EMIT	300 ng/ml	GC/MS	150 ng/ml
Opiates	EMIT	2000 ng/ml	GC/MS	300 ng/ml
Phencyclidine	EMIT	25 ng/ml	GC/MS	25 ng/ml
Amphetamines	EMIT	1000 ng/ml	GC/MS	500 ng/ml
EMIT	=	Enzyme Multiplied Immunoassay Technique		
GC/MS	=	Gas Chromatography / Mass Spectrometry		
Ng/ml	=	nanogram / milliliter		

*The EMIT screening cut-off level refers to the minimum concentration of a specific drug class that will be defined as positive for the screening test and therefore referred for confirmation testing by GC/MS.

**The confirmation cut-off level is the minimum concentration of drug that will be reported as positive.

Notification of Test Results

Van Kirk's shall inform the applicant or employee within 7 working days, in writing, of a positive test result. The applicant or employee may request written notification of negative tests results, which will be provided within 3 working days of the written request. A copy of the MRO report and/or laboratory test result will be provided to the employee at the employee's request.

Consequences of Positive Test Results

A confirmed positive test result is considered to be a violation of this policy. Van Kirk's will decline employment or discharge an employee in the following test related situations:

1. Van Kirk's shall withdraw a contingent job offer made to a candidate in the following test-related situations:

- The candidate refuses to take the initial screening test;
- Attempts are made to adulterate the specimen or in any way interfere with the collection process;
- If the confirmation test is positive and the candidate has not explained such a result to the Van Kirk's satisfaction and has not requested a confirmation test; or
- If the candidate's confirmation test is positive.

Candidates testing positive are not eligible to reapply for work with Van Kirk's and its subsidiaries for a period of 120 days from the date of collection of original test.

2. Van Kirk's will discharge an employee in the following tested related situations:
 - Refusal of an employee to submit to testing when so ordered;
 - Attempts are made to adulterate the specimen or in any way interfere with the collection process;
 - If the confirmation test is positive, the employee has not explained such a result to Van Kirk's satisfaction, the employee refuses to participate in a substance abuse evaluation, and has not requested a confirmation test;
 - If the employee's confirmation test is positive;
 - The employee has failed to complete the mandatory counseling or treatment program and guidelines; or,
 - By a confirmed positive test after completion of the program.
3. An employee who tested positive during the drug and/or alcohol testing process will be given the opportunity to participate in an approved inpatient substance abuse counseling for appropriate substance abuse evaluation at the employee's expense or pursuant to coverage under the employee's benefit plan. The employee is required to follow the treatment guidelines and plan recommended by management. A negative test will make the employee eligible for immediate reinstatement provided Van Kirk's has work available that the employee is qualified to perform, and the employee continues to complete the required or recommended program.
4. Van Kirk's shall temporarily suspend an employee without pay in reasonable suspicion testing situations pending the outcome of the confirmation test; and if requested, the confirmation test. An employee who has been suspended without pay will be reinstated with back pay if the result of the confirmation test or the requested confirmation test is negative.
5. A second violation of this policy will result in immediate discharge without eligibility for rehire.

SECTION SIX – CONSENT AND PRIVACY

Application for employment and/or employment by Van Kirk's constitutes authorization and agreement to participate in Van Kirk's drug/alcohol testing program. Van Kirk's recognize that the substance abuse testing process may reveal information concerning an individual employee of a highly personal and private nature unrelated to their employment. All actions taken under this policy will be

confidential and disclosed only to those with a "need to know".

SECTION SEVEN - REPORTING OF VIOLATIONS

Reporting to Law Enforcement Authorities - At the discretion of Van Kirk's, any persons found selling, purchasing, transferring, using, or possessing any illegal substance may be reported to law enforcement authorities.

Reporting of Drug Conviction – Any Van Kirk employee working on a Federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace, to his or her supervisor within five days of such conviction.

Safety and Accident Rules

Safety is a joint venture at the Company. We provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state, and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of the Company, and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment where required. Your workspace should be kept neat, clean, and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process, or procedure to a supervisor. In addition, if you become ill or get hurt while at work, you must notify your manager immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law.

Failure to abide by the Company's safety and accident rules may result in disciplinary action, up to and including termination.

Discipline Procedure

There is no effective method of predetermining the seriousness or effect of any one violation of Employer policy or of making an exhaustive list of all possible violations of policy. Although some violations may be more severe than other violations, repeated violations, or a combination of violations, may result in termination of employment. The Employer reserves the right to take any disciplinary action, including suspension or termination, in all cases it deems appropriate.

Possible disciplinary actions include, but are not limited to:

Oral Warning . . . Supervisors will make a note on their Daily Job reports pertaining to the nature of any oral warnings given to employees.

Written Warnings . . . You will be sent a written warning and a copy of this warning will be kept in your employee file.

Suspension Without Pay: In cases where an employee has already received a written warning or where a violation of a work rule is severe, the employee may be given a disciplinary suspension, without pay. In instances where immediate action is necessary to deal with a severe disciplinary problem (such as fighting, intoxication on the job, or gross insubordination) the Supervisor may have the employee leave the premises immediately, for a specified period of time, without pay.

Discharge: The Employer may discharge an employee for any reason, including unacceptable work performance or misconduct. If the discharge is due to poor work performance problems, the employee will be notified of such problems prior to the discharge. An attempt will be made to give the employee advance notice of work problems so that the employee might improve performance. If the services of an employee remain unsatisfactory, the employee will be given termination notice.

Nothing in this policy or in this Handbook is intended to limit in any way the employer's right to terminate an employee at any time, with or without cause, and with or without advance notice.

Benefits

Van Kirk Bros. Contracting reserves the right to amend or terminate any of these benefits, or to require employee contributions toward any benefits, at the Employer's discretion.

Paid Sick Time (PST)

PST is based on an employee's anniversary date. An employee's starting date will be considered the anniversary date. An employee must be full-time and continuously employed to be eligible. Full-time employment is defined as 40 hours per week. Continuously employed is defined as working an average of five days per week throughout the scheduled work year. Full-time continuous employees will receive PST pay according to the following schedule:

0-79 Hours:

-0 Hours PST
-0 Paid Floating Holidays

80 Hours – 1st Anniversary:

-56 Hours PST
-2 Paid Floating Holidays
*Unused PST hours are not paid at termination prior to 1st anniversary

Paid Time Off (PTO)

PTO is based on an employee's anniversary date. An employee's starting date will be considered the anniversary date. An employee must be full-time and continuously employed for 12 months from the anniversary date to be eligible. Full-time employment is defined as 40 hours per week. Continuously employed is defined as working an average of five days per week throughout the scheduled work year. Any employee laid off during the year (including winter layoffs) will not be eligible until they have worked two consecutive construction seasons for Van Kirk's. Full-time continuous employees will receive PTO pay according to the following schedule:

1 st Anniversary – 2 nd Anniversary:	-56 Hours PTO -2 Floating Holidays *Unused PTO hours will be paid at end of the year
2 nd Anniversary – 10 th Anniversary:	-80 Hours PTO -4 Paid Floating Holidays *Unused PTO hours will be paid at the end of the year
10 th Anniversary and Beyond:	-120 Hours PTO -4 Paid Floating Holidays *Unused PTO hours will be paid at the end of the year

PTO is calculated at your regular hourly rate of pay at the time you take the PTO, multiplied by the number of hours of PTO you take. PTO can be taken in increments of .5 hour (30 minutes). Hours may not be taken if it would put your total hours for the day over 8 hours. Please schedule your PTO as far in advance as possible. **All employee PTO must be approved in advance by your supervisor and management if possible.**

Paid Time Off (PTO) may **not** be carried over to the next calendar year. All unused PTO will be paid out at the end of the year.

Holidays

Employees with 0-2 years of service will receive two (2) "floating" paid holidays per calendar year. Employees with over 2 years of service will receive four (4) "floating" paid holidays per calendar year. Employees may use their floating paid holidays for any of the following public holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July 4 th	Christmas

***Prior to using your paid floating holidays, you must communicate to your supervisor and have approval before use.

Family/Medical Leave

For complete information about your rights and obligations under this policy, talk with your supervisor or office personnel, or review the information about the Federal Family and Medical Leave Act posted on the employees' bulletin board. No statement in this Handbook is intended to conflict with your rights or our obligations under the Federal Family and Medical Leave Act. If there is a conflict, the provisions of the Federal Family and Medical Leave Act will control.

As an eligible employee of Van Kirk Bros, you are allowed to take **unpaid** Family and/or Medical Leave under federal law, the Family and Medical Leave Act (FMLA).

Eligibility

To be eligible for leave, you must be employed by the Company for at least 12 months. In the 12 months immediately preceding the beginning of the leave, you must also have worked at least 1,250 hours to qualify for federal FMLA. In addition, you must work in an office or worksite where 50 or more employees are employed within 75 miles of that office or work site.

Amount of Leave Available

As stated above, eligible employees are generally eligible for up to a total of 12 weeks of protected leave, except for service member family leave, within a rolling twelve-month period, measured backward from the date an employee uses any Federal leave for any combination of reasons listed below. Where leave is taken to care for a covered service member who is undergoing medical treatment, recuperation, or therapy, is in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness, a spouse, child, parent or next of kin may take up to 26 weeks of unpaid leave during a single 12-month period. Under the federal FMLA, spouses employed by the Company are jointly entitled to a combined total of 12 weeks of family leave for the birth or placement of a child for adoption or foster care and to care for a parent who has a serious health condition. (The federal FMLA does not cover care for a parent-in-law.) Spouses employed by the Company are jointly entitled to a combined total of 26 weeks of family leave to care for a covered service member with a serious injury or illness, for the birth or placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

Types of Leave Available

Birth or Placement for Adoption or Foster Care: Family leave is available to eligible male and female employees for the birth of a child or for placement of a child with the employee for purposes of adoption or foster care. Federal leave must be completed within 12 months of the birth or placement. Non-continuous leave.

Federal leave may not be taken intermittently. See below for more details on intermittent leave. Certification process. The need for leave must be documented by your treating health care provider through our medical certification process (see below) or documented proof of placement of a child.

Serious Health Condition of Employee: If, as an eligible employee, you experience a serious health condition as defined by federal law, you may take medical leave under this policy (see “Definitions” for the definition of serious health condition). A serious health condition generally occurs when you:

Receive inpatient care in a hospital, hospice or nursing home; Suffer a period of incapacity accompanied by continuing outpatient treatment/care by a health care provider; or have a history of a chronic condition that may cause episodes of incapacity. Non-continuous leave. Medical leave may be taken all at once or, when medically necessary, intermittently (see below).

Certification process. The need for leave must be documented by your treating health care provider through our medical certification process (see below).

Fitness-for-duty statement. A fitness-for-duty statement will be required in order for you to return from a medical leave. Failure to provide the statement will result in a delay in your return to work.

Serious Health Condition of Immediate Family Member: If, as an eligible employee, you need family leave in order to care for your son, daughter, spouse, or parent who experiences a serious health condition as defined by federal law (see “Definitions” for definitions of child, spouse, parent and serious health condition), you may take medical leave under this policy.

Non-continuous leave. Medical leave may be taken all at once or, when medically necessary, intermittently (see below). Certification process. The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Active Duty Because of Any Qualifying Exigency: If, as an eligible employee, you need family leave because of any qualifying exigency arising out of the fact that your spouse, son, daughter, or parent is on active duty in the Armed Forces (including the National Guard or Reserves) in a foreign country, or has been notified that they will be called or ordered to active duty in the Armed Forces (including the National Guard or Reserves) in a foreign country, you may take family leave under this policy. (See “Definitions” for a definition of qualifying exigency)

Non-continuous leave. Family leave for any qualifying exigency arising out of the active duty of a family member may be taken all at once or intermittently (see below).

Certification process. The need for leave must be documented by a certification in a form and in such manner as the U.S. Department of Labor and the Secretary of Defense prescribe (see below).

Service member Family Leave: If, as an eligible employee, you need family leave to care for a covered service member who is your spouse, son, daughter, parent or next of kin, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness, you may take up to 26 weeks of unpaid leave during a single 12-month period under this policy. (See "Definitions" for a definition of serious injury or illness.)

Non-continuous leave. Service member family leave may be taken all at once or, when medically necessary, intermittently (see below).

Certification process. The need for leave must be documented by the family member's treating health care provider through our medical certification process (see below).

Notifying the Company of the Need for Family or Medical Leave

Generally, an application for leave must be completed for all leave taken under this policy. The need to take non-emergency leave should generally be requested from the Human Resources department at least 30 days, or as soon as practicable, in advance of the need. In cases of emergency, verbal notice should be given as soon as possible (or by your representative if you are incapacitated), and the application form should be completed as soon as practicable. Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay or denial of the leave. It is your responsibility to notify your manager and Human Resources of absences that may be covered by FMLA.

You must provide sufficient information regarding the reason for an absence for the Company to know that protection may exist under this policy. Failure to provide this information will result in delay and/or forfeiture of rights under this policy. This means the absence may then be counted against your record for purposes of discipline for attendance, etc.

Medical Certification Process

In addition to an application for leave, you will be required to complete a medical certification form where leave is for a family member's or your own serious health condition. The certification form needs to be signed by the health care provider. The short-term disability certification may be sufficient where the information required is duplicative. These forms are available from Human Resources. Second or third certifications from health care providers and periodic recertification at the Company's and/or your expense may be required under certain circumstances. We may also require periodic reports during federal FMLA leave regarding your status and intent to return to work.

Certification for Active Duty Because of Any Qualifying Exigency

In addition to an application for leave, you will be required to complete a Certification of Qualifying Exigency for Military Family Leave form and to furnish to the Company in a timely manner any certification that your family member is issued regarding their active duty or call to active duty in the Armed Forces.

Substituting Paid Leave for Unpaid Leave

Federal FMLA leave is unpaid. The Company requires you to substitute PTO days according to the schedule below. You may also choose to substitute additional paid or unpaid leave that you have accrued.

When you substitute PTO, the absence will be counted against your entitlement to FMLA leave under this policy and will not extend your leave. In other words, you are using your paid leave concurrently with your FMLA leave.

Eligible PTO Remaining Required Substitution:

Less than 5 days None

5-8 days 3 days

9-12 days 5 days

13-16 days 7 days

17-20 days 9 days

When an employee is absent due to a work-related illness or injury that meets the definition of a serious health condition, the absence will be counted against the employee's entitlement under this policy. In other words, the employee is using FMLA leave concurrently with the workers' compensation absence. An employee is not required to substitute paid time off for an absence covered under workers' compensation. You may be paid for all or part of a medical leave to the extent you are eligible for benefits such as short-term disability. An employee is not required to substitute paid time off for an absence covered under a disability benefit plan.

Non-Continuous Leave

Intermittent and/or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency/call to active duty as explained above. In all cases, the total amount of leave taken in a calendar year should not exceed your total allotment as defined earlier in this policy. Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent an employee or family member has control, medical appointments and treatments related to an employee's or family member's serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work. If you request non-continuous federal FMLA leave which is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition, for your own serious health condition, or for service member family

leave, you may be required to transfer temporarily to an available alternative position offered by the Company for which you are qualified and which better accommodates recurring periods of leave than your regular employment position. You will be entitled to equivalent pay and benefits but will not necessarily be assigned the same duties in the alternative position.

Benefit Continuation During Leave

The Company will maintain group health insurance coverage and other employment benefits (such as group life insurance, AD&D, health, and dependent flexible spending accounts, etc.) for you while on FMLA leave whenever such insurance was provided to you before the leave was taken and on the same terms as if you had continued to work. You will be required to pay your regular portion of insurance premiums – contact Human Resources for an explanation of your options. Benefits that are accumulated based upon hours worked shall not accumulate during the period of FMLA leave. In some instances, the Company may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work from FMLA leave.

Returning to Work

If the reason for FMLA leave is for your own serious health condition, you will be required to present a Fitness-For-Duty certification immediately upon return to work. If you wish to return to work before the scheduled expiration of an FMLA leave, you must notify the Company of the changing circumstances as soon as possible but no later than two working days prior to your desired return date.

An employee who fails to return to work immediately after the expiration of the leave period will be considered to have voluntarily terminated his or her employment.

Rights Upon Return from Leave

Upon return from Family or Medical Leave, you will be returned to the position you held immediately prior to the leave if the position is vacant. Certain exceptions exist for Key Employees as defined by law. If the position is not vacant, you will be placed in an equivalent employment position with equivalent pay, benefits, and other terms and conditions of employment. If you exhaust all leave under this policy and are still unable to return to work, your situation will be reviewed to determine what rights and protections might exist under other Company policies. The law provides that an employee has no greater rights upon a return from leave than the employee would have if the employee had continued to work. Therefore, you may be affected by a layoff, termination or other job change if the action would have occurred had you remained actively at work. If you do not qualify for the types of leave described in this policy, we may approve a personal leave of absence, depending on your circumstances. Except where mandated by law, we cannot guarantee that benefits will continue or that your position will remain open in your absence. This policy provides an introduction to the rights and provisions of the federal FMLA. Department of Labor form WHD Publication 1420 is attached to this policy and further explains the FMLA's provisions and the procedures for filing

complaints of violations of the FMLA with the U.S. Wage and Hour Division. Questions you may have about this law, including questions about the law's most recent requirements, should be directed to Human Resources.

Definitions

"Spouse"

A husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides.

"Parent"

A biological parent or an individual who provides or provided day-to-day care and financial support to the employee when the employee was a child. This includes foster parent, adoptive parent, stepparent, and legal guardian. Parent does not include a parent-in-law under this law.

"Child"

A biological, adopted, or foster child, stepchild, legal ward, or a child under age 18 who is receiving day-to-day care and/or financial responsibility from the employee. Child includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. For Qualifying Exigency Leave or Service member Family Leave, the child does not have to be a minor (under the age of 18) and can be of any age.

"Incapable of self-care"

The child requires active assistance or supervision to provide daily self-care in three or more "activities of daily living," or "instrumental activities of daily living," including adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating, or instrumental activities such as shopping, taking public transportation, maintaining a residence, etc.

"Physical or mental disability"

A physical or mental impairment that substantially limits one or more major life activities of the individual.

"Next of Kin"

Used with respect to an individual, this means the nearest blood relative of that individual, other than the spouse, parent, or child. See Human Resources for more details.

"Serious Health Condition"

Illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice, or residential medical care facility.
- A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: 1) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by or under the orders of a health care provider; or 2) treatment by a health care provider on at least one

occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The first (or only) visit must occur in person within seven days of the first day of incapacity. Any incapacity due to pregnancy or for prenatal care. Chronic conditions requiring periodic treatment by or under the supervision of a health care provider which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

Permanent/long-term conditions requiring supervision for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease). Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy) or kidney disease (dialysis).

“Serious Injury or Illness”

In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the 5-year period directly before the date on which the veteran undergoes medical treatment, recuperation or therapy, a qualifying injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

“Qualifying Exigency”

Qualifying Exigency includes: Short-notice deployment (7 days or less); Military events and related activities; Childcare and school activities; Financial and legal arrangements; Counseling; Rest and recuperation (up to 5 days); Post-deployment activities; and additional activities agreed to by the Company and the employee.

Jury Duty

While it is the duty of every citizen to serve on a jury when called, Van Kirk Bros recognizes that this often means the loss of income. Van Kirk Bros pays the difference between the jury pay and regular wages for days when you are unable to report to work because of jury service.

The above statement applies provided that you:

- Show your supervisor your summons to serve on a jury prior to the time that you are scheduled to serve.

- Furnish your supervisor with evidence of having served on a jury for the time claimed. Jury absence will be noted on your time sheet or timecard. Time spent on jury duty will not be counted as hours worked for the purpose of computing overtime pay. Regular wages are paid until jury pay is received. Jury pay is then deducted from your regular wages. This benefit cannot be applied to any court appearance other than jury duty unless such appearance is related to your employment.

Military Leave Policy

Leave for Annual Training

Employees who are members of the U.S. Army, Navy, Air Force, Marines or Coast Guard reserves or the National Guard may be granted leaves of absence for the purpose of participating in reserve or National Guard training programs.

Employees shall be granted the minimum amount of leave needed to meet the minimum training requirements of their units. No employee will be required to use vacation time for military duty, but employees who do elect to schedule their vacations to coincide with military duty will receive their full regular vacation pay in addition to any pay from the military. In recognition of the public service performed by reservists and members of the National Guard, employees shall receive the difference between their regular pay and their service pay, excluding any military subsistence allowance or other expense allowances during the training period.

Leave for Active Reserve or National Guard Duty

Permanent employees who are members of the U.S. Army, Navy, Air Force, Marines or Coast Guard reserves or the National Guard may be granted leaves of absence for the purpose of participating in active-duty tours. Employees will be granted leave as required to complete the tour of duty, for up to five (5) years of cumulative uniformed service-related absences. There are some exceptions that may apply that are exempt from counting towards this five-year accumulation. Employees with leaves of less than 31 days must report back to work by the beginning of the first regularly scheduled work period after the end of the last calendar day of duty, plus the time required to return home safely and have an eight-hour rest period. Employees with leaves between 31 and 180 days must apply for re-employment no later than fourteen (14) days after completion of uniformed service. Employees with leaves longer than 180 days must apply for re-employment no later than ninety (90) days after completion of uniformed service. Time spent in the reserves or the National Guard will be credited to all employees toward meeting length of service requirements for eligibility for retirement benefits and vacation entitlement. Employer pension contributions, however, may be suspended during military service because the employee is not in pay status, and employees will not accrue vacation while in the military.

Nursing Mothers Policy

In compliance with the amended Fair Labor Standards Act and to ease the transition of mothers returning to work following the birth of a child, lactation accommodation will be provided for nursing mothers.

Accommodations Provided

For up to a year following a child's birth, nursing employees will be provided break time to express breast milk during the workday. The employee will be allowed a reasonable break time whenever she has the need to express milk throughout the day. Van Kirk Bros will provide a private area for nursing employees to express breast milk. Employees must bring their own cooler or storage container but may store their milk in a company refrigerator.

Pay Issues

Breaks to express milk will not be paid. Employees may use normal break and lunch periods to accommodate their nursing needs. However, if the breaks needed to express milk exceed standard daily break time, then the employee must use personal time (either in the form of an unpaid break or PTO).

Work With Your Supervisor

If you are returning from maternity leave, speak with your manager or supervisor regarding your nursing needs. Your supervisor will work with you to accommodate your break schedule as needed, knowing that your breaks may differ on a day-to-day basis. If you have any further questions or concerns regarding this policy, please contact HR.

Time Off to Vote

Van Kirk Bros encourages all employees to vote. It is the policy of Van Kirk Bros to comply with all state election law requirements with respect to providing employees, where necessary, with time off to vote. If an employee has four (4) consecutive hours either between the opening of the polls in his or her community and the beginning of the workday or between the end of the workday and the closing of the polls, the employee will be deemed to have sufficient time outside his or her normal working hours within which to vote. If an employee has less than four (4) consecutive hours, he or she may take off as much working time as will, when added to his or her voting time outside normal working hours, enable such employee to vote. For nonexempt employees, however, not more than two (2) hours of working time taken shall be paid, and such time shall be taken only at the beginning or end of the employee's workday as designated by the employee's supervisor. Employees requiring working time off to vote will be required to notify Van Kirk Bros not more than 10 or less than two (2) working days before the day of election when time off to vote will be required.

Health Insurance

Eligible full-time employees may apply to participate in the Employer's group health insurance plan. Eligible employees may apply for coverage in the group plan for

themselves, their spouses and their dependent children. To be eligible, permanent full-time employees must have worked for the company for 60 days (2 Months). Employees will then be eligible for insurance the first of the month following your first 60 days of employment. Van Kirk's will pay a portion of the employee's individual premium per month. Please contact the office for more specific details. If the Employee desires coverage for his or her spouse and dependent children, the cost of their share of the premium will be deducted from the employee's paycheck. If an employee declines coverage after their first 60 days of employment, they will not be eligible to join any company group plans until the open enrollment period or if they have a qualifying life event. Also, employees cannot drop insurance coverage until open enrollment.

Vision/Dental/Supplemental

Van Kirk's offers dental, vision and supplemental insurance at the employee's expense. To be eligible, permanent full-time employees must have worked for the company for 60 days. Employees will then be eligible for insurance the first of the month following your first 60 days of employment. If an employee declines coverage after their first 60 days of employment, they will not be eligible to join any company group plans until the open enrollment period or if they have a qualifying life event. Also, employees cannot drop insurance coverage until open enrollment. Be aware that some procedures may require a waiting period before insurance will cover them. Please contact the office for information on specific plans and coverage.

Retirement Plan 401(k)

The Employer has established a Retirement Plan for eligible employees. You are eligible to participate in the retirement plan when both of the following apply:

- you are at least 21 years of age,
- you have completed 1 year of employment with Van Kirk Bros.
- you have worked at least 1000 hours in the year of employment.

Under the plan, you can set aside part of your earnings for your retirement, before Federal and State income taxes are withheld. A ROTH option is also offered with Van Kirk's 401(k) plan.

Employee Stock Ownership Plan (ESOP)

This plan is a type of retirement plan that will enable you to participate in the growth and prosperity of the company by making you a stockholder. As a stockholder, you are an owner of the company. Your efforts, added to the efforts of all other employees, contribute to the profitability and growth of the company, and thereby increase the value of Company Stock and your benefits. Consequently, our contributions made to the Plan will be invested primarily in Company Stock. If we do well, and the value of the Company Stock increases, you will share in its improved performance.

The ESOP is similar to a 401(k) plan in the respect that you will be eligible to participate in the Plan once you satisfy the requirements below:

- You are at least 18 years of age,
- You have worked at least 1000 hours of service during the 12 consecutive month period beginning on your date of hire.
- Employed on the last day of the plan year (December 31st)

***Please see [Appendix A](#) in the back of this handbook titled “Van Kirk Bros. Contracting Employee Stock Ownership Plan Summary Plan Description” for details regarding this employee benefit.

*****Appendix A**



SUMMARY PLAN DESCRIPTION

for

VAN KIRK BROS. CONTRACTING

EMPLOYEE STOCK OWNERSHIP PLAN

Este documento contiene un resumen en inglés de los derechos y beneficios de su plan bajo el Van Kirk Bros. Contracting Employee Stock Ownership Plan. Si tiene alguna dificultad para entender cualquier parte de este documento, comuníquese con Lynn Sterkel, un representante del administrador del plan, en 1200 West Ash St., Sutton, NE 68979. Horas de oficina son de 8:00 am a 4:30 pm, de lunes a viernes. También puede llamar a la oficina del administrador del plan al (402) 773-5250 para obtener ayuda.

SUMMARY PLAN DESCRIPTION

Van Kirk Sand and Gravel, Inc. dba Van Kirk Bros. Contracting (the “Employer”) established the Van Kirk Bros. Contracting Employee Stock Ownership Plan (the “Plan”) effective January 30, 2020. The Employer established the Plan to supplement your income upon retirement without a cost to you. Employees who meet the Plan’s participation rules share in the Employer Contributions to the Plan. This Summary calls those individuals “Participants.” The Plan Trustee invests the Employer Contributions primarily in Company Stock. The Plan Trustee allocates the amounts earned on the investments to the Plan Participants’ Accounts. The investment earnings include the changes in the value of the Company Stock and distributions the Employer pays on the Company Stock. The Plan generally distributes a Participant’s Account balance when he or she ends employment with the Employer. It may also provide benefits if you die, become Disabled, or terminate employment.

The Employer provides you this Summary of the Plan. It is only a Summary. The Plan documents contain the actual terms of the Plan. If anything in this Summary is different from the actual Plan terms, the Plan controls. Please ask the Employer if you have any questions. This Summary generally applies to Employees who are credited with an Hour of Service on or after January 1, 2024. The Employer is an S Corporation and this summary describes the terms of the Plan as they apply to an S Corporation.

1. General. The legal name, address, and federal employer identification number of the Plan Sponsor are as follows:

Van Kirk Sand and Gravel, Inc.
1200 West Ash St.
Sutton, NE 68979
Employer Identification Number: 47-0605602

The Employer is the Plan Sponsor. The Plan Sponsor determines the Plan’s terms. However, federal law requires the Plan to contain many of its terms.

The Employer may add a Participating Employer from time to time. Even though you may be employed by the Participating Employer, the Plan deems you to be employed by the Employer.

2. Identification of Plan. The Plan is known as the –

Van Kirk Bros. Contracting Employee Stock Ownership Plan

The Employer has assigned Plan Number 002 to this Plan. The Plan keeps its records on a 12-month period from January 1 through December 31. It calls this period the “Plan Year.”

3. Type of Plan. This Plan is an employee stock ownership plan (“ESOP”). Section 8 explains how you share in the Employer’s contributions to the trust fund. It also explains the extent to which the Employer has an obligation to make annual contributions to the trust fund. The Trustee invests those contributions mainly in the common stock of Van Kirk Sand and Gravel, Inc. (“Company Stock”).

The Plan does not provide a fixed dollar amount of retirement benefits. Your actual retirement benefit will depend on your Account balance at the time you retire. Your Account balance depends on the Employer Contributions, the time you participate in the Plan, and the investment return on the assets of the trust fund. As noted above, the Plan invests primarily in Company Stock. Thus, the trust fund's investment results will depend upon the success of the Employer.

A governmental agency known as the Pension Benefit Guaranty Corporation ("PBGC") insures the benefits payable under plans that provide for fixed and determinable retirement benefits. This Plan does not provide that type of retirement benefit. Thus, the PBGC does not include this Plan within its insurance program.

4. Plan Administrator. The Employer is the Plan Administrator. Its telephone number is (402) 773-5250. The Plan Administrator provides information about your rights and benefits under the Plan. It also has the primary authority to file various reports, forms, and returns with the U.S. Department of Labor and the Internal Revenue Service.

The Plan must designate an agent for service of legal process. That person's name and address are as follows:

President
Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting
1200 West Ash St.
Sutton, Nebraska 68979

Process may also be served on the Trustee of the Plan or the Plan Administrator.

5. Trustee and Trust Fund. The Trustee of the Plan is –

First International Bank & Trust
Attn: Jess Helvik
3001 25th Street S
Fargo, ND 58103

The Employer delivers its contributions under the Plan to the Trustee. The Trustee holds the contributions in a trust fund. The Trustee administers, manages, and invests the trust fund. The Plan requires the Trustee to invest the ESOP assets primarily in Company Stock. The Plan Administrator generally will direct the Trustee's actions.

The Trustee makes all distribution and benefit payments to Participants and Beneficiaries from the trust fund. The Plan Administrator directs these payments. The Trustee maintains records based on the Plan Year.

6. Hours of Service. The Plan and this Summary refer to Hours of Service. The Plan keeps track of your Hours of Service during specified periods, such as the Plan Year. Hour of Service means the same thing for all purposes of the Plan. Your Hours of Service will determine your eligibility to participate in the Plan. They determine whether you share in the Employer Contributions. Your Hours of Service also govern your vesting in Employer Contributions. The

Sections covering Eligibility to Participate, Employer Contributions, and Vesting in Employer Contributions contain more information about Hours of Service.

The Plan credits you with an Hour of Service for each hour you work, whether or not the Employer pays you. You also receive credit for some hours that you do not work if the Employer pays you for those hours. Nonworking credit includes paid vacation, holiday pay, sick leave, incapacity (including disability), layoff, jury duty, military duty, or leave of absence, including maternity or paternity leave. The Plan limits nonworking credit to 501 hours.

If you are not credited with more than 500 Hours of Service in a 12-month period, you have a “One-Year Break-in-Service.” A One-Year Break-in-Service will affect vesting of your Account. It may also affect your right to participate in the Plan. If your absence is due to maternity or paternity leave, the Plan will only credit you with enough hours to prevent a One-Year Break-in-Service. Any leftover hours will be credited during the next 12-month period.

7. Eligibility to Participate. You must meet three requirements to become a Participant. First, the Employer must treat you as its employee. Second, the Plan must credit you with at least 1,000 Hours of Service during the Plan Year. Third, you must have attained age 18.

The Employer treats you as an employee if it withholds taxes from your Compensation. If someone whom the Employer does not treat as its employee is later determined to be its employee, the person participates in the Plan only from the date he or she is determined to be an eligible employee. Independent contractors and leased employees are excluded from the Plan. However, the Plan credits Hours of Service performed by the employee as a leased employee for purposes of eligibility and vesting.

The Plan begins counting whether you have 1,000 Hours of Service for purposes of eligibility on the date you first performed an Hour of Service.

You participate in the Plan on the later of your date of hire or the first day of the Plan Year in which you have completed 1,000 Hours of Service in a Plan Year and have attained age 18. Once you enter the Plan, the Plan considers you a “Participant.”

The Plan contains different requirements for former Participants who were at least partially vested in the Plan. They may participate in the Plan immediately upon reemployment. Section 10 of this Summary describes Vesting.

Notwithstanding the foregoing, David W. Van Kirk, James C. Van Kirk, and John M. Van Kirk are not eligible to participate in the Plan.

8. Employer Contributions. The Employer makes Employer Contributions to the Plan. The Employer will determine the amount of the contribution annually in its discretion. Because the Employer has elected to become an S Corporation under Subchapter S of the Internal Revenue Code (the “Code”), the law limits Employer Contributions to 25% of the Compensation paid to Participants during a Plan Year.

The Plan permits the Trustee to borrow money from someone, including the Employer. The Trustee uses this money to acquire Company Stock. The Trustee pledges the stock as collateral for the loan. The Trustee places the stock held as collateral in a separate "Suspense Account." Stock in the Suspense Account is not allocated to any Participant. When the Employer makes Employer Contributions to the Plan, the Trustee uses the contribution and earnings (if any) to make payments on the loan. The Trustee then allocates some of the stock held in the Suspense Account to the Accounts of Participants.

The Plan maintains separate subaccounts in your Account. The Plan calls these subaccounts your Company Stock Subaccount and Other Investments Subaccount. The Trustee allocates a portion of the Employer Contribution for the Plan Year to each eligible Participant's Account. The Plan allocates Company Stock to the Company Stock Subaccounts. The Plan allocates distributions and other cash contributed to the Plan to the General Investment Subaccounts.

The Plan allocates the Employer Contribution for the Plan Year to the Accounts of Active Participants as of the last day of the Plan Year. An Active Participant must either (a) be credited with at least 1,000 Hours of Service during the Plan Year, and be employed by the Employer on the last day of the Plan Year; or (b) terminate employment during the Plan Year after attaining age 65, or due to your death or Disability. Section 19 describes Disability.

If you are entitled to an allocation, the Plan computes your part of the Employer Contribution by dividing your Compensation for the Plan Year by the Compensation of all Active Participants eligible to receive the contribution. "Compensation" generally means the total compensation reportable on your Form W-2 from the Employer and any other amounts received for personal services rendered in the course of employment for the Employer, except that the Plan only considers compensation paid while you are Participant. Compensation includes elective contributions you make to the Employer's qualified plans as well as salary reductions to the Employer's Code Section 125 "Cafeteria Plan" and any other plans maintained by the Employer. Compensation includes some payments made by the later of 2½ months following your severance from employment or the end of the Plan Year in which your employment ended. These include amounts paid for work performed during your employment. They also include payments for sick and vacation leave that you are entitled to and that you could have used during employment. Compensation includes Military Differential Pay. Compensation does not include any reimbursements, fringe benefits, moving expenses, deemed Code Section 125 compensation, severance pay, other deferred compensation and welfare benefits, commissions, or bonuses. The Code limits the amount of Compensation the Plan can consider. For 2025, the limit equals \$350,000. The limit may change in future years due to cost-of-living changes.

Section 1042 of the Internal Revenue Code (the "Code") may not permit some employees to receive an Employer Contribution. This rule applies if a shareholder sold Company Stock to the trust in a transaction governed by Code Section 1042. The rule applies to the seller, his or her relatives, and any owner of more than 25% of any class of Company Stock. It applies for a period following the sale. The Employer will notify you if this rule affects you.

The Plan may require the Employer to make a contribution in addition to its discretionary contribution. The Plan may require this guaranteed minimum contribution if it is "Top Heavy."

Generally, the Plan is Top Heavy if more than 60% of plan assets benefit certain owners and officers of the Employer. The Employer must make this contribution if contributions and forfeitures allocated to your Account for the Plan Year fall below a certain percentage (usually 3%) of your Compensation. The Plan Administrator will allocate the additional contribution to your Account in this Plan, or in certain circumstances, to your Account in another defined contribution Plan sponsored by the Employer.

9. Other Allocable Amounts. The Plan provides for allocations of forfeitures and earnings, gains, and losses of the trust fund to Participant Accounts.

a. Forfeitures. With limited exceptions, a Participant forfeits the unvested portion of his or her Account when he or she terminates employment. The timing of that forfeiture depends on whether he or she receives a distribution of the vested part of his or her Account. If a Participant receives a distribution of the vested part of his or her Account, the forfeiture occurs upon the distribution. If a Participant is not vested in any portion of his or her Account, the forfeiture occurs upon the Participant's termination. Otherwise, the forfeiture occurs on the last day of the Plan Year coincident with or following the date the Participant incurs five consecutive One-Year Breaks-in-Service. The Plan Administrator allocates forfeitures to pay plan expenses or to the Accounts of remaining Participants in the same manner as it does the Employer Contribution for the Plan Year.

b. Earnings, gains, and losses on the trust fund. The trust fund may incur earnings, gains, and losses for each the Plan Year. The Trustee allocates these amounts to all Participants' Accounts. The Trustee generally allocates amounts in proportion to each Participant's opening Account balance less distributions and charges during the Plan Year. However, the Trustee allocates amounts differently if it has borrowed money to acquire Company Stock as described above. The Trustee allocates earnings on stock held in the Suspense Account in the same manner as Employer Contributions. The Employer may use distributions on Company Stock to repay a loan described in Section 8. Some of the Company Stock on which the Employer makes distributions may be allocated to your Company Stock Subaccount. When loan repayments are made, the Plan will release Company Stock from the Suspense Account to your Company Stock Subaccount. The Company Stock released to your Company Stock Subaccount will have a value equal to the amount of the distribution. If the loan repayment is made with cash previously allocated to your General Investment Subaccount, the value of the released Company Stock will equal the amount of the cash from your Account that the Plan used.

Any increase or decrease in the value of the Company Stock is reflected in the shares of Company Stock allocated to your Account as of the most recent Valuation Date. The Valuation Date is the last day of each Plan Year, and any other date or dates the Employer deems advisable or necessary as determined in a nondiscriminatory manner.

10. Vesting in Employer Contributions. Your benefits depend on the vested (nonforfeitable) percentage of your Account. You become 100% vested in the Employer Contributions in your Account when you reach the Plan's Normal Retirement Age while employed by the Employer. The Plan's Normal Retirement Age is 65. You also become 100% vested if you die or become Disabled while employed by the Employer.

Otherwise, the Plan determines the vested percentage based on your Years of Service. The following schedules set forth the vested percentage for each Year of Service effective for Participants:

<u>Years of Service</u>	<u>Vested Percentage</u>
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6 or more	100%

The same schedule applies if the Plan becomes Top Heavy.

The Plan and this Summary refer to a Year of Service for vesting purposes. You receive a Year of Service for vesting purposes for each Plan Year the Plan credits you with at least 1,000 Hours of Service. In general, you need not accrue Years of Service consecutively. A One-Year Break-in-Service occurs if the Plan does not credit you with more than 500 Hours of Service in a Plan Year. A special rule applies if you terminate employment with the Employer and later return after you incur five consecutive One-Year Breaks-in-Service. If the special rule applies, the Plan will not count the Years of Service after you return to employment to increase the vested percentage in the portion of your Account accumulated before your Breaks-in-Service.

As described above, you will forfeit the unvested portion of your Account if you terminate employment for reasons other than retirement after attaining Normal Retirement Age (age 65), death, or Disability.

The Plan will restore the forfeiture to your Account if you return to employment with the Employer before you incur five consecutive One-Year Breaks-in-Service and repay the vested amount the Plan distributed to you. The repayment must occur before the last day of the 60th month following the month in which you return to service. If you had no vested interest in your Account at the time you terminated employment, the Plan will restore the amount forfeited at your prior termination of employment without further action by you. The Plan will restore the forfeited amount, unadjusted by any gain or loss occurring in the trust fund after the Valuation Date preceding the date of termination.

11. Employee Contributions. The Plan does accept employee contributions.

12. Diversification of Investments. The Plan recognizes that more senior Participants may not want all of their retirement “eggs” invested in the Company Stock “basket.” The Plan permits an eligible Participant to diversify part of the Company Stock in his or her Account. To diversify, you must have attained age 55 and have 10 Years of Service as a Participant in the Plan. You are only allowed to diversify Company Stock during a limited time. This period is the six-year period beginning with the later of (a) the Plan Year in which you attain age 55 or (b) the Plan Year after the Plan Year in which you complete 10 Years of Service as a Participant in the Plan. You must elect to diversify within a certain time period that occurs each year. This period begins on the first day of each Plan Year. It generally ends 45 days after value of Company Stock as of

the last Valuation Date has been communicated to Participants entitled to diversify under this rule. However, the period will last a minimum of 90 days. You may elect to diversify up to 25% of your Account balance invested in Company Stock, less amounts previously diversified. However, during the last year of the six-year period, you may elect to diversify up to 50% of your Account balance invested in Company Stock, less amounts previously diversified. The Plan will distribute the diversified amount to you, and you can make a rollover of the diversified amount to an IRA or other retirement plan as described in Section 16.

13. Distributions Generally. The Distribution Policy described in Section 14 generally governs distributions from the Plan. The Plan will distribute your Account in Company Stock or cash. The Plan will distribute the portion of your Account that is not invested in Company Stock in cash. You may request a distribution of the portion of your Account that is invested in Company Stock in the form of Company Stock or cash. However, because the Employer has elected to become an S Corporation under Subchapter S of the Code, you must sell any shares of Company Stock distributed to you to the Employer or the Plan automatically and immediately upon distribution. If you elect to receive a distribution of less than all of your Account, the Trustee will distribute a pro rata portion of the Company Stock and cash allocated to your Account. The Employer or the Plan will pay you the value of the Company Stock determined as of the most recent Valuation Date under the Plan. An independent appraiser will determine the fair market value of the shares.

You may request a distribution beginning on the Distribution Date that occurs within a reasonable time after you terminate employment, retire, or become Disabled. Section 14 describes the Distribution Date. If you die, your Beneficiary may request a distribution beginning on the Distribution Date that occurs within a reasonable time after you die. An alternate payee under a qualified domestic relations order (discussed in Section 23) who is eligible for a distribution may request the distribution beginning on the Distribution Date that occurs within a reasonable time after the Plan Administrator determined that the domestic relations order constituted a qualified domestic relations order.

The Employer's payments to you depend on your distribution. The Employer must pay for shares distributed in a lump sum in five or fewer annual installments. The installments will begin within 30 days after you receive your distribution. The Employer must pay a reasonable rate of interest for amounts not paid within 30 days. It must also provide adequate security. If the Plan distributes your Account in installments, the Employer must pay the fair market value of the stock repurchased in each installment within 30 days after the option is exercised. The trust fund may assume the Employer's obligation to repurchase the shares.

The law requires the Plan to distribute your Account no later than one year after the end of the Plan Year in which you die, become Disabled, or terminate employment on or after age 65. If you terminate employment for any other reason and are not reemployed by the Employer before the end of the fifth Plan Year following the Plan Year you terminate employment, the Plan may distribute your Account by the end of the fifth Plan Year following the Plan Year you terminated employment. However, it will not distribute your Account then if you are again working for the Employer. The Plan may permit you (or if you are deceased, your Beneficiary) to elect to delay commencement of distributions.

You must begin distributions when you reach your Required Beginning Date. Prior to January 1, 2023, your Required Beginning Date is April 1 following the year in which you reach age 72 (70½ for persons who attained age 70½ before January 1, 2020) or, if later, the year your employment terminates. However, a 5% or more owner of the Employer must begin receiving distributions by April 1 after the year he or she reaches age 72 (70½ for persons who attained age 70½ before January 1, 2020). Notwithstanding the foregoing, the Plan did not make required minimum distributions for 2020 unless you elected to receive one.

Effective January 1, 2023, your Required Beginning Date is April 1 following the year in which you reach age 73 or, if later, the year your employment terminates. However, a 5% or more owner of the Employer must begin receiving distributions by April 1 after the year he or she reaches age 73.

Effective January 1, 2033, your Required Beginning Date is April 1 following the year in which you reach age 75 or, if later, the year your employment terminates. However, a 5% or more owner of the Employer must begin receiving distributions by April 1 after the year he or she reaches age 75.

14. Distribution Policy. The Employer has adopted a Distribution Policy. This Policy will apply to all Participants and Beneficiaries in a uniform and nondiscriminatory manner. The Plan will distribute benefits according to the Policy. The Employer can change the Policy at any time. The Employer's amendment to the Policy applies to all distributions after the amendment. It does not matter if your employment terminated before the amendment. You may ask the Employer for a copy of the current Distribution Policy. The Employer will provide it to you free of charge.

The Distribution Policy will govern when and how you receive your distribution. Generally, the Plan will make distributions once per year on the annual "Distribution Date." The Plan Administrator will select the annual Distribution Date after it and the Trustee receive and approve the annual independent appraisal of Company Stock held by the Plan. In most cases, the Plan will not distribute your vested Account balance without your consent until you attain Normal Retirement Age (age 65). A different rule applies to distributions of Accounts with a vested balance of \$7,000 or less, as described in Section 17.

You may request a distribution in a lump sum or in annual installments over a period of up to five years. However, the Distribution Policy could have a Distribution Threshold that limits the amount a Participant or Beneficiary may receive each year, but presently the Distribution Threshold is unlimited. The Distribution Threshold does not apply to distributions due to a Participant's death or Disability. The Employer may change the Distribution Threshold at any time.

If your Account balance exceeds the Distribution Threshold and you request a lump sum distribution, the Plan will distribute an amount equal to the greater of the Distribution Threshold or the amount necessary to distribute your Account over five years. If your Account balance exceeds the Distribution Threshold and you request installments, the Plan will distribute your account according to your request in nearly equal installments, unless you make a subsequent distribution election. In either case, the amount of each installment is based on the cash and Company Stock allocated to your Account. If your Account balance is very large, the Plan can

distribute it over more than five years. The Distribution Policy provides further information on the distribution rules.

15. In-Service Distributions. The Plan generally does not provide for distributions before your retirement, death, or termination of employment. However, effective January 1, 2025, at any time after you attain Normal Retirement Age (age 65), you may receive a distribution from the vested balance of your Account beginning on the Distribution Date occurring a reasonable time after your 65th birthday. You can receive this distribution even if you are still employed by the Employer. Distributions from your Account are subject to the Distribution Policy discussed in Section 14.

16. Rollovers. You may direct the Plan to roll over most distributions to an Individual Retirement Account (“IRA”), Roth IRA, or certain other plans. You may choose the IRA or plan. You may elect to receive the distribution in cash. However, the Code requires the Trustee to withhold 20% of the taxable portion of your distribution for the payment of federal taxes. State law may require additional withholding for state income taxes. The Plan Administrator will provide you information concerning the rollover and tax-withholding rules when you elect to receive a distribution.

17. Distributions of Small Account Balances. The Employer’s present Distribution Policy provides for the lump sum distribution of Account balances less than the Cashout Limit when your employment ends. The Cashout Limit beginning January 1, 2024 is \$7,000. The Plan will make this distribution on the first Distribution Date following your termination of employment. You may elect to roll over the distribution to an IRA, Roth IRA, or certain other plans, as described in Section 16. You may also elect to receive the distribution directly cash. The Plan will provide an election form for you.

The Plan may automatically roll over the distribution if you fail to return the election form if your vested Account balance is between \$1,000 and the Cashout Limit. The Employer will direct the Trustee to pay the distribution in a direct rollover to an IRA designated by the Employer. The IRA will pay the fees and expenses it generates. You should contact the Plan Administrator at the telephone number in Section 4 if you want more information about the Plan’s automatic rollover provisions. The Plan Administrator will also have information about IRA providers and the fees and expenses associated with an IRA.

18. Distributions Upon Death. Your Account balance becomes 100% vested upon your death during employment. The Trustee will pay the balance of your Account to your Beneficiary. Your “Beneficiary” is the person that you or the terms of the Plan designate to receive your Account balance upon your death.

You should designate a Beneficiary of your Account. You may obtain a Beneficiary designation form from the Employer. If you are married, you must obtain your spouse’s consent to designate someone other than your spouse as your Beneficiary. The designation of your spouse as Beneficiary will terminate automatically upon your divorce. The designation terminates as of the date the divorce becomes final under applicable law. You may again designate that former spouse as Beneficiary after your divorce. To do so, you must submit a new form to the Plan Administrator.

If you do not designate a Beneficiary, the Plan specifies who will receive your Account balance. It will first distribute your Account balance to your surviving spouse. If the Beneficiary is your spouse, the surviving spouse may elect to be treated as if they were you and the date of distribution on which you would have attained the applicable age. If you have no surviving spouse, the Plan will distribute your Account balance to your children, including adopted children, per stirpes. If you have no surviving children, the Plan will distribute your Account to your surviving parents in equal shares. If you have no surviving parents, the Plan will distribute your Account to the legal representative of your estate.

Additional rules apply if you die before your benefits begin. You or your Beneficiary may elect a lump sum distribution. The Plan will pay the lump sum on the Distribution Date that occurs after the end of the Plan Year in which you die. In most cases, the Plan will pay your benefits within five years after your death. If you designate your spouse as your Beneficiary, he or she may elect to delay the distribution, subject to the Distribution Policy. Prior to January 1, 2023, your spouse must begin the distribution no later than the date you would have attained age 72 (70½ if you would have attained age 70½ before January 1, 2020). Effective January 1, 2023, your spouse must begin the distribution date no later than the date you would have attained age 73. Effective January 1, 2033, your spouse must begin the distribution no later than the date you would have attained age 75. Notwithstanding the foregoing, the Plan did not make required minimum distributions for 2020 unless you elected to receive one.

19. Distributions Upon Disability. Your Account becomes 100% vested if you become Disabled while employed by the Employer. “Disabled” means physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which condition constitutes total disability under the federal Social Security Acts. The Plan Administrator determines whether you are disabled under the Plan. It will consider medical and other evidence that it determines to be relevant. Please refer to Section 27 for more information about Disability determinations and claims procedures. You may elect to receive payment as a lump sum. You may also elect substantially equal annual installments over a term that does not exceed five years. The current Distribution Policy permits lump sum distributions for Disability even if your Account balance exceeds the Distribution Threshold discussed in Section 15.

20. Payment of Benefits Before Normal Retirement Age. You may receive the vested balance of your Account after a termination of employment other than those described above. Distribution of your Account is subject to the Distribution Policy discussed in Section 15 and the rules for distribution of Accounts under the Cashout Limit in Section 17. Generally, the Plan cannot distribute your Account balance before your Normal Retirement Age (age 65) or your death without your consent, if your Account is more than the Cashout Limit. You may request an earlier distribution. The Plan will pay benefits in one of the forms described in Sections 13 and 14, subject to the rules for Distributions of Small Account Balances in Section 17.

21. Voting of Company Stock. Generally, the Trustee will vote the Plan’s shares of Company Stock. For certain extraordinary corporate matters, you can direct the Trustee how to vote the Company Stock allocated to your Account. These matters include corporate mergers, consolidations, recapitalization, reclassification, liquidation, or dissolution. They also include the

sale of substantially all of the assets of the trade or business. If it does not receive direction, the Trustee will vote the shares in its discretion.

22. Reshuffling of ESOP Accounts. Beginning with the 2023 Plan Year, the Trustee will “reshuffle” the Accounts in the Plan each year. To “reshuffle” means to exchange the cash and other liquid assets in the Accounts of employed Participants for Company Stock in the Accounts of Non-employed Participants, according to the following procedure. The Trustee will first determine the “Current Year’s Active Participants.” Current Year’s Active Participant means a Participant who is actively employed by the Employer on September 30th of the current Plan Year (November 30th for the 2023 Plan Year). The Trustee will then determine the “Current Year’s Non-employed Participants.” Current Year’s Non-employed Participant means a Participant who has an Account and (I) has terminated employment, died, been determined to have a Disability, or has the Account pursuant to the approval of a Qualified Domestic Relations Order, and (II) was offered a distribution on the Distribution Date described in Section 13, in accordance with the Distribution Policy described in Section 14. The Trustee will reshuffle the Company Stock in the Company Stock Accounts of the Current Year’s Non-Employed Participants for cash and other liquid assets in the Other Investment Accounts of the Current Year’s Active Participants. The Trustee will use the value of the Company Stock determined on the most recent Valuation Date to perform the reshuffle. Section 9 provides more information about the Valuation Date. The reshuffle will occur as of September 30 each Plan Year (however, November 30 for the 2023 Plan Year). The cash in the Current Year’s Non-employed Participant’s Accounts will be allocated to a “Diversified Account” and shall be held for the benefit of each such Current Year’s Non-employed Participant. Amounts held in the Diversified Account shall be invested in accordance with an Investment Policy adopted by the Plan Administrator and/or the Trustee. The reshuffle will not apply to any portion of a Participant’s Account which he or she had elected to diversify as described in Section 12. The purpose of the reshuffle is to concentrate the Company Stock held by the Plan in the accounts of actively employed Participants.

23. Qualified Domestic Relations Orders. Generally, you cannot assign your Account balance. Creditors cannot obtain the Account balance to satisfy your debts. However, the law allows a court to assign your Account balance in a domestic relations proceeding. The court must issue an order directing the Plan to assign all or a part of the Account balance. The court may only assign your Account to an “alternate payee.” An alternate payee means a spouse, former spouse, child, or other dependent. The Plan Administrator must determine whether the order complies with federal law. If it does, the Plan will then honor the order. The Plan Administrator has established procedures to determine if the order complies with federal law. You may request a copy of the procedures and a specimen order from the Plan Administrator. The Plan Administrator does not charge for these documents. Problems and delays may occur if the order you submit does not comply with federal law. You should contact the Employer early in the process. This will reduce the risk of unnecessary delays or other problems. The Plan may charge your Account for the administrative and other costs of determining whether a domestic relations order is qualified. It may also charge these costs to the alternate payee’s Account.

24. Rights of Uniformed Services Personnel. The Plan provides certain rights for Participants absent from employment due to Uniformed Service Leave. Uniformed Service Leave means service in the military or the reserves. These rights are governed by the Uniformed Services Employment and Reemployment Rights Act (“USERRA”). To qualify, you must apply for reemployment under USERRA within a short time following your military leave. The Plan

provides rights to active Participants during Uniformed Service Leave. It also provides rights to employees who would have become Participants. Upon reemployment, the Employer will make Employer Contributions for Participants applicable to the period of leave. The law determines the amount of the contribution. It is based on the compensation a Participant would have earned absent the leave. The Plan will credit service to employees and Participants for purposes of for eligibility and vesting for the Uniformed Service Leave. You should contact the Employer for more information before a Uniformed Service Leave and after reemployment.

If you die while performing qualified military service, your Beneficiary will receive the benefits (other than Employer Contributions relating to the period of qualified military service) that he or she would otherwise receive if you had resumed and then terminated employment on account of death. You should contact the Plan Administrator if you have any questions regarding these rights.

25. Disqualification of Participant Status; Loss or Denial of Benefits; Termination or Amendment of the Plan. The provisions above set forth your status as a Participant. So long as you remain eligible, you will participate in the Plan. The Plan does not contain any other provisions that would disqualify you. If you do not receive Compensation from the Employer, you will not receive a portion of the Employer Contribution. This is true if you become Disabled and do not receive Compensation from the Employer.

You should keep the Employer advised of your current mailing address even after you terminate employment. If the Plan Administrator cannot find you at your address of record, you may forfeit your benefits under the Plan.

The Employer has the right to terminate the Plan. If it does so, you will only receive benefits based on your Account balance accumulated to the date of the Plan's termination. Termination of the Plan could occur before you attain Normal Retirement Age. Your Account becomes 100% vested if the Employer terminates the Plan. The Plan may terminate automatically in limited circumstances. This includes the Employer's dissolution, liquidation, or bankruptcy. It may also occur if the Employer merges with another company. However, the successor employer may elect to continue the Plan. If the Plan terminates, the Trustee will distribute the assets of the Plan to Participants.

The Employer has the right to amend the Plan. Generally, it cannot amend the Plan to reduce your vested Account balance. However, it can amend the Plan so that the Plan can obtain or retain its qualified and exempt status under applicable law. The Employer cannot amend the Plan to give it any interest in or right to control any funds or other property held by the Plan.

26. Miscellaneous Information. The Plan does not confer any right to future employment with the Employer. You may not assign your vested Account balance. You may not use your Account as collateral for a loan from a commercial lender. A court may distribute your Account to your spouse in a dissolution proceeding. This Summary describes this procedure in Section 23.

27. Claims Procedure. This Section applies to you if you have not received benefits under the Plan that you believe the Plan should pay.

a. **Claims for benefits that do not arise from Disability.** You may make a claim for benefits under this subsection if the claim does not arise from Disability. Subsection (b) below deals with a claim for Disability benefits.

You must submit a written claim for benefits to the Plan Administrator. The Plan Administrator will respond within 90 days. The Plan Administrator may determine that special circumstances require additional time for processing the claim. If so, it can extend the response period an additional 90 days. It must notify you in writing before the end of the initial 90-day period. The notice of extension must set forth special circumstances for the delay. It must also contain the date by which the Plan Administrator expects to decide your claim.

The Plan Administrator will inform you of its decision. If it denies part of or the entire claim, it will tell you in writing. The Plan Administrator will write the notification in a manner calculated to be understood by you. It will include the specific reasons for the denial, and will reference the specific Plan provisions on which it based the denial. It will describe any additional information or material necessary for you to complete the claim and tell you why it needs the information. It will also explain the Plan's review procedures. It will describe the time limits applicable to the procedures. Finally, it will include a statement of your right to file a civil action under ERISA Section 502(a) if the Plan Administrator denies your claim following a review.

If the Plan Administrator denies part of or the entire claim, you will have the opportunity for a full and fair review. To begin the review, you must file a written request with the Plan Administrator. You must file this request within 60 days after receiving the Plan Administrator's initial denial. You may submit written comments, documents, or records. The Plan Administrator will also provide you reasonable access to other relevant information. Applicable ERISA regulations define the information relevant to a claim for benefits. The Plan Administrator will provide these materials upon request free of charge. The Plan Administrator will perform the review. It will consider all materials and information you submit relating to the claim. This includes information not submitted or considered in the initial benefit determination. The Plan Administrator will respond in writing to you within 60 days after it receives the request for review. The Plan Administrator may determine that special circumstances require additional time for processing the claim. If so, it can extend the response period an additional 60 days. To do so, it must notify you in writing before the end of the initial 60-day period. The notice of extension must set forth the special circumstances for the delay, and must also contain the date by which the Plan Administrator expects to make its decision.

The Plan Administrator will notify you in writing of its decision on review. The notification will include the specific reasons for the denial and will reference the specific provisions of the Plan upon which the denial is based. It will include a statement that the Plan Administrator will provide you reasonable access to other relevant information. Applicable ERISA regulations define the information relevant to a claim for benefits. The Plan Administrator will provide these materials upon request free of charge. The notification will contain a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

b. **Claims for benefits that arise from Disability.** You may make a claim for benefits that arises from Disability under this subsection. You must submit a written claim for benefits to the Plan Administrator. It will generally respond within 45 days. However, the Plan Administrator may determine that circumstances require additional time to process the claim. It may extend the response date by two 30-day periods. For the first extension, it must notify you in writing before the end of the initial 45-day period. The notice must state the factors beyond the Plan Administrator's control that require an extension, and the date the Plan Administrator expects to make a decision. For the second 30-day extension, the Plan Administrator will follow the same general procedure. It must provide the notice before the end of the first 30-day period. The notices for extension must specifically explain the standards for entitlement to a benefit. They will explain any unresolved issues that prevent a decision on the claim and will list the additional information needed to resolve the issues. You will have 45 days to provide the specified information.

If the Plan Administrator denies part or the entire claim, it will notify you in writing or electronically. The notification will contain information related to the denial. It will include the Plan Administrator's specific reason(s) for denying the claim and will refer to the specific provisions of the Plan on which it based the denial. It will include a discussion of the decision. The discussion will explain the reasons for disagreeing with the views of health care professionals and vocational professionals who treated or evaluated you, and the views of medical or vocational experts whose advice the Plan obtained in connection with the decision. It will include this information whether or not the Plan Administrator relied on those views. The discussion will also include the reasons for disagreeing with any determination made by the Social Security Administration. It will describe any additional information needed, and explain why the Plan Administrator needs the information. The notification will explain the Plan's review procedures and describe the time limits that apply to the procedures. It will contain a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review. The notice will also describe any internal rule, guideline, protocol, or similar criterion it relied upon. It will include a statement that you are entitled to receive, upon request and free of charge, copies of documents relevant to the claim. Applicable ERISA regulations define the information relevant to a claim for benefits.

If the Plan Administrator denies part or the entire Disability claim, you will have the opportunity for a full and fair review. The Plan Administrator will perform this review. You begin the appeal by filing a written notice with the Plan Administrator within 180 days after receiving the Plan Administrator's notification of an adverse benefit determination. You can submit written comments, documents, records, or other information relating to the claim. The Plan Administrator will provide you with reasonable access to and copies of other relevant information. Applicable ERISA regulations define the information relevant to a claim for benefits. The Plan Administrator will provide these materials upon request free of charge. The Plan Administrator will provide you with any new or additional evidence considered, relied on, or generated in connection with the claim. It will also explain any new or additional rationale relating to the claim. It will provide you with a reasonable opportunity to respond to new or additional information or rationales before making a determination. The Plan Administrator or an appropriate named fiduciary of the Plan Administrator will perform the review. The reviewer will consider all materials and information you submit relating to the claim. This includes information not submitted or considered in the initial review of the claim. The Plan Administrator's review will not give deference to the initial

denial of the claim. The reviewer will not be the same individual who conducted the first review. It will not be the first individual's subordinate.

The Plan Administrator will consult a health care professional if the appeal involves medical judgment. The professional must have appropriate training and experience in the relevant field of medicine. The Plan Administrator may obtain advice from any other medical or vocational expert. It will provide you with the names of the experts it consulted, even if the Plan Administrator did not rely on their advice. The Plan Administrator will not consult with the same health care professional who provided advice during the first review, or that health care professional's subordinates.

The Plan Administrator will review the claim without deference to the initial adverse benefit determination. The Plan Administrator will respond to you in writing within 45 days after it receives the request for review. The Plan Administrator may determine that special circumstances require additional time for processing the claim. It can extend the response period up to an additional 45 days. To do so, it must notify you in writing before the end of the initial 45-day period. The notice of extension must set forth special circumstances for the delay and must also contain the date by which the Plan Administrator expects to render its decision.

The Plan Administrator will notify you in writing or electronically of its decision on review. The notification will include the specific reason(s) for the denial and will refer to specific provisions of the Plan on which the Plan Administrator based the denial. The notification will include a statement that the Plan Administrator will provide you with reasonable access to other relevant information. Applicable ERISA regulations define the information relevant to a claim. The Plan Administrator will provide these materials upon request free of charge. It will include a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review. The notification will include a discussion of the decision. The discussion will explain the reasons for disagreeing with the views of health care professionals and vocational professionals who treated or evaluated you, and the views of medical or vocational experts whose advice the Plan obtained in connection with the decision. It will include this information whether or not the Plan Administrator relied on those views. It will also explain the reasons for disagreeing with and any determination made by the Social Security Administration. The notification will also describe any internal rule, guideline, protocol, or similar criterion the Plan Administrator relied upon. It will also contain the following statement: "You and your Plan Administrator may have other voluntary alternative dispute resolution options such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office."

You must submit a written claim for benefits to the Plan Administrator. The Plan Administrator will respond within 90 days. The Plan Administrator may determine that special circumstances require additional time for processing the claim. If so, it can extend the response period an additional 90 days. It must notify you in writing before the end of the initial 90-day period. The notice of extension must set forth special circumstances for the delay. It must also contain the date by which the Plan Administrator expects to decide your claim.

The Plan Administrator will inform you of its decision. If it denies part of or the entire claim, it will tell you in writing. The Plan Administrator will write the notification in a manner

calculated to be understood by you. It will include the specific reasons for the denial, and will reference the specific Plan provisions on which it based the denial. It will describe any additional information or material necessary for you to complete the claim and tell you why it needs the information. It will also explain the Plan's review procedures. It will describe the time limits applicable to the procedures. Finally, it will include a statement of your right to file a civil action under ERISA Section 502(a) if the Plan Administrator denies your claim following a review.

If the Plan Administrator denies part of or the entire claim, you will have the opportunity for a full and fair review. To begin the review, you must file a written request with the Plan Administrator. You must file this request within 60 days after receiving the Plan Administrator's initial denial. You may submit written comments, documents, or records. The Plan Administrator will also provide you reasonable access to other relevant information. Applicable ERISA regulations define the information relevant to a claim for benefits. The Plan Administrator will provide these materials upon request free of charge. The Plan Administrator will perform the review. It will consider all materials and information you submit relating to the claim. This includes information not submitted or considered in the initial benefit determination. The Plan Administrator will respond in writing to you within 60 days after it receives the request for review. The Plan Administrator may determine that special circumstances require additional time for processing the claim. If so, it can extend the response period to 120 days. To do so, it must notify you before the end of the initial 60-day period. The notice of extension must set forth the special circumstances for the delay, and must also contain the date by which the Plan Administrator expects to make its decision.

The Plan Administrator will notify you in writing or electronic communication of its decision on review. The notification will include the specific reasons for the denial and will reference the specific provisions of the Plan upon which the denial is based. It will include a statement that the Plan Administrator will provide you reasonable access to other relevant information. Applicable ERISA regulations define the information relevant to a claim for benefits. The Plan Administrator will provide these materials upon request free of charge. The notification will contain a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

If you have a claim for benefits which is denied, then you may file suit in a state or Federal court. However, in order to do so, you must file the suit no later than 180 days after the Administrator makes a final determination to deny your claim.

28. Retired Participant, Separated Participant with Vested Benefits, Beneficiary Receiving Benefits. If you are a retired Participant or Beneficiary receiving benefits, the Plan will maintain the amount and period of benefits you selected at retirement. If you are a separated Participant with a vested benefit, you may obtain a statement of the dollar amount of your vested benefits. You should ask the Plan Administrator for this statement. No Plan provision will reduce, change, terminate, forfeit, or suspend the vested benefits of a retired Participant, a Beneficiary receiving benefits, or a separated Participant.

29. Participants' Rights under ERISA. The Employee Retirement Income Security Act of 1974 ("ERISA") grants certain rights to Participants. ERISA entitles all Plan Participants to the following:

a. You may examine documents governing the Plan without charge. This includes a copy of the latest annual report (Form 5500 series) filed with the U.S. Department of Labor. It also includes the updated Summary Plan Description. The Employer will make the documents available at the Plan Administrator's office. They may also be available at other specified locations.

b. You may obtain copies of all Plan documents and other Plan information. The Plan Administrator will provide them upon written request. It may charge a reasonable amount for the copies.

c. You will receive a summary of the Plan's annual financial report from the Plan Administrator.

d. You may obtain a statement about your retirement benefits at Normal Retirement Age. The Plan's Normal Retirement Age is 65. If you have a right to benefits, the statement will contain your benefits at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to benefits, the statement will tell you how many more years you have to work to gain a right to benefits. You must request this statement in writing. The Plan is only required to give you this statement once every 12 months. The Plan will provide the statement free of charge.

ERISA also imposes duties upon the people responsible for the operation of the Plan. These individuals are called "fiduciaries" of the Plan. Fiduciaries have a duty to act prudently. They must act in the interest of you, other Participants, and Beneficiaries. No one may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or from exercising your rights under ERISA. You have the right to have the Plan review and reconsider your claim.

ERISA provides several steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials. It may also order the Plan Administrator to pay you up to \$110 a day until you receive the materials. The court may decide not to enforce a penalty if the Plan Administrator did not send the materials because of reasons beyond its control. You may file suit in state or federal court if you have a claim for benefits that is wholly or partially denied or ignored. You may file suit in federal court if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order. The Plan fiduciaries may not misuse the Plan's money or discriminate against you for asserting your rights. If they do, you may seek assistance from the U.S. Department of Labor. You may also file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the

Employee Benefits Security Administration, U.S. Department of Labor. Your telephone directory should list the address. You may also ask the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

30. Federal Income Taxation of Benefits Paid. The current federal income tax laws do not require you to include and report in your taxable income the Employer Contributions to the Plan that the Plan Administrator allocates to your Account. However, you must report Plan distributions as income when the Trustee distributes your Account balance to you. This may occur upon your retirement. The federal tax laws may permit you to report a Plan distribution under a special averaging provision. Also, it may be possible for you to defer federal income taxation of a distribution by making a “rollover” contribution. Section 16 discusses rollovers. You should consult your own tax adviser with respect to the proper method of reporting any distribution you receive from the Plan.

Conclusion

This Summary Plan Description is intended to briefly highlight the provisions of the Plan. The Plan intends this Summary to be accurate. However, the Plan will control in the event of any conflict between this Summary and the Plan. You should consult with the Plan Administrator concerning the actual Plan provisions if you have questions.

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Not a Contract Disclaimer

This policy Handbook is not intended to be a contract of employment and does not constitute one. This Handbook is only a source of information and guidelines about the Employer's policies, procedures, and work rules.

The Employer reserves the right to change or eliminate any policy and to add new policies. Just as an employee has the right to terminate employment at any time without advance notice to the Employer, the Employer also reserves the right to terminate an employee at-will, at any time, with or without advance notice to the employee.