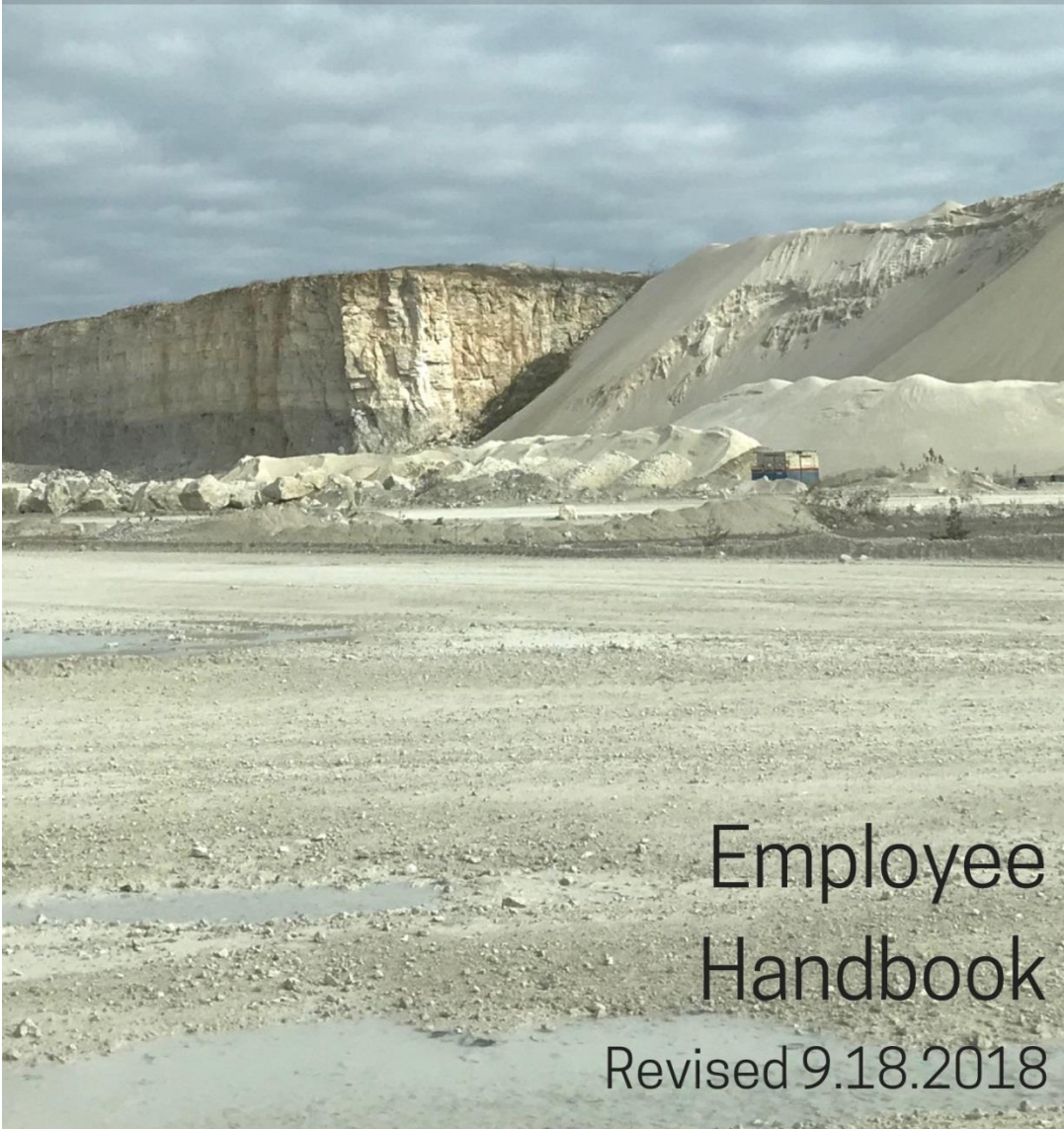


THE
shelly
COMPANY

A CRH COMPANY



Welcome to the family !



Employee
Handbook

Revised 9.18.2018

A Word from the President

The Shelly Company is Ohio's leading supplier of aggregates, asphalt and ready mix concrete. In addition, we are one of Ohio's largest heavy highway contractors. We take great pride in what we do in applying our core values of safety, quality and integrity. We are nationally and locally known for outstanding achievements in innovation, sustainability and leadership. It is our goal to continue moving forward exploring new opportunities and living by our five guiding principles, described on page 6.

The information contained in this book of Company policies better explains our expectations and procedures towards a safe, positive and rewarding experience at The Shelly Company. It is The Shelly Company Mission to achieve superior performance and growth by serving our customers and promoting job satisfaction for our employees. Expectations must be established and adhered to in order to achieve this success.

Please review the following pages very carefully. We address some of the most commonly asked questions, but please ask your supervisor and/or manager any additional questions you may have.

This valuable resource is given to all new team members as well as stored on the employee portal for current team members.

It is my pleasure to welcome you and partner on achieving our goal towards building Ohio's infrastructure with safety, quality and integrity every step of the way! We are all responsible for knowing our expectations and living by our core values.

Ty Nofziger
The Shelly Company President
Great Lakes Group President

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SECTION I

WELCOME

About The Shelly Company

The Shelly Company got its beginnings when Charles J. Shelly founded his construction Company in 1938. From the start, The Shelly Company focused on surfacing roads to a high standard. The Company survived the Depression era by being competitive and, more importantly, performing high-quality work. Then, as now, The Shelly Company excelled because of its outstanding employees and their superior work.

By the 1950s, The Shelly Company became synonymous with exceptional road construction throughout central Ohio. This reputation was a byproduct not only of size but also of the Company's intense focus on customer service and quality.

Soon, The Shelly Company owned more than equipment; it also owned the manufacturing equipment necessary to create road building materials. In 1961, the Company obtained its first portable asphalt plant, ushering in a new era for the expanding Company.

The Shelly Company made the first of many acquisitions when it bought the larger L.P. Cavett Company of Lockland, Ohio. That acquisition provided inroads for The Shelly Company in both the Cincinnati area and Indiana.

The success of that acquisition led to many others throughout the 1970s and continues today. The Company now has 26 affiliates throughout Ohio. Most of these acquisitions were companies that grew to know and trust The Shelly Company after doing business with the Company. Often, longtime owners approached The Shelly Company with an offer to sell to a trusted business partner.

If you've driven anywhere in Ohio, chances are you've been on a road in which the Company was involved. Our 41 asphalt plants make us one of the nation's largest asphalt-producing companies.

We're not only proud of the size and breadth of our enterprise, we're proud of how we became so successful. Our success comes from quality, the trust we

earn from our clients and environmentally sound practices. We couldn't continue to grow without firm commitments to all of those strengths.

In February 2000, Oldcastle Materials Group, a subsidiary of CRH, plc, purchased The Shelly Holding Company. Since the purchase, the Company has grown significantly through more than 20 acquisitions. The Shelly Company continues to enjoy impressive growth through acquisitions and its outstanding products and services.

Our Mission

The Shelly Company will achieve superior performance and growth by serving our customers and promoting job satisfaction for our employees.

Our Vision

Our future is never being satisfied with yesterday's results.

Disclaimer

This book and the policies contained herein do not in any way constitute and should not be construed as a contract or agreement – express or implied – of employment between the employer and the employee or a promise of employment. This booklet provides policy guidelines only and should not be relied upon as a definite statement of policies.

The Company, at its option, may change, delete, suspend or discontinue any part or parts of the policies in the guide at any time with or without prior notice. Any such action shall apply to existing as well as future employees. In addition, the Company retains its right to interpret and apply its policies as it sees fit, in its sole discretion.

Employment with the Company is employment at-will, subject to the terms of collective bargaining agreements, where applicable. Employment at will may be terminated with or without cause and with or without notice at any time by the employee or the Company. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the president of the Company has the authority to make any such agreement and then only in writing.

The booklet supersedes all previous versions of employment handbooks or employment policies on the same topics issued by the Company. The policies set out in this handbook work in conjunction with, and do not replace, amend or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with the Company. Employees should consult the terms of their collective bargaining agreement. Wherever employment terms in this handbook differ from the terms expressed in the applicable collective bargaining agreement, employees should refer to the specific terms of the collective bargaining agreement, which will take precedence.

SECTION II

WORK ENVIRONMENT

Guiding Principles

The Shelly Company strives to create and maintain a professional work environment in which all employees can thrive and grow. Our Company is built on the following guiding principles:

- Make safety our family business – At The Shelly Company, we’re a family made of families and there’s nothing families care more about than keeping each other safe.
- Live on the level – We keep our word, and the word gets out. If we say it, we mean it. That’s why we’ve become a leader. Whether we’re on a site or out of sight, we do what’s right by our employees, our customers, and our communities.
- Build relationships – The Shelly Company has grown handshake by handshake because we understand that the greatest asset of any business is its people. We’ve forged and reinforced alliances that have thrived for generations – transforming transactions into connections with mutual respect and support.
- Deliver locally, everywhere – We’re a local business that’s located everywhere. We give our leaders local freedom and a national framework so they can make the best decisions for their businesses and their teams. Our broad network of resources supports this local entrepreneurial spirit and grows value.
- Forge a better way – We find a way to make it work and make it work better. We constantly improve and innovate our products, services, and ourselves to exceed our customers’ expectations. Because we know the very structure of people/s lives rests on our infrastructure.

Our policies are built to support these guiding principles.

Equal Employment Opportunity

The Company complies with nondiscrimination requirements under Title VII of the Civil Rights Act of 1964, Vietnam-Era Veterans Readjustment Assistance Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), the Age Discrimination in Employment Act of 1967, Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), Uniformed Services Employment and Reemployment Rights Act (USERRA), the Equal Pay Act, the relevant State labor laws, and all other applicable statutes, ordinances, and regulations. The Company complies with affirmative action regulations under Executive Order 11246, as amended, the Vietnam-Era Veterans Readjustment Assistance Act, the Veterans Employment Opportunities Act of 1998, the Jobs for Veterans Act of 2002 and the Federal Rehabilitation Act.

The Company will recruit, hire, train, and promote people in all job classifications without regard to race, color, religion, national origin, age, disability, genetic information, sexual orientation, gender, gender identity, pregnancy status, status as a veteran, uniformed service or other protected characteristic.

Retaliation against any employee, or any applicant for employment, who has opposed any prohibited discriminatory practice or who has participated in an investigation or other proceeding about a prohibited discriminatory practice is prohibited. Discriminatory verbal or physical conduct should not be directed at any employee, or any applicant for employment, because of any protected activity. Employees who believe they have been retaliated against should immediately contact their direct supervisor or Human Resources.

Prohibition of Harassment, Discrimination, and Retaliation

One of the fundamental principles upon which our business is based is our commitment to provide employees with a working environment free from all forms of harassment, discrimination, and retaliation. Actions, words, jokes or comments by any employee, supervisor or customer based on an individual's race, color, religion, national origin, age, disability, genetic information, sexual orientation, gender, gender identity, pregnancy status, status as a veteran, uniformed service or other protected characteristic simply will not be tolerated.

Sexual harassment is defined as any unwelcome sexual advance, whether verbal, graphic or physical when:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
3. Such conduct has the purpose or effect of substantially interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

There are other types of behavior, depending on the circumstances, that could be considered a violation of this policy and that could result in discipline up to and including termination. The Company reserves the right to exercise its judgment in determining other types of prohibited behavior. This policy strictly prohibits any retaliation against an employee or other person who reports a concern about harassment or other inappropriate behavior.

To achieve our goal of providing a workplace free from harassment, discrimination, and retaliation we have developed a procedure by which inappropriate conduct can be reported and dealt with if encountered by

employees. Any employee who feels that he or she has experienced or witnessed harassment, discrimination, or retaliation should promptly contact The Shelly Company's EEO officer at 844-623-6087 or submit a written account of the harassment, discrimination, or retaliation to the Vice President of Human Resources.

Complaints will be investigated in a confidential manner, to the extent practical and permitted by law. Corrective action will be taken as appropriate based on the investigation. Every employee should feel free to raise concerns about harassment or discrimination without fear of reprisal.

The Company strictly prohibits and does not tolerate unlawful retaliation against any employee, by any employee. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation or other form of retaliation for participating in any activity protected by law.

Examples of protected activities include:

- Making a good faith internal complaint with human resources or management specifically opposing unlawful discrimination or harassment or complaining about violations of wage and hour law (for example, if an employee believes they have been sexually harassed or not paid overtime they are owed).
- Filing a good faith complaint of unlawful discrimination or harassment with the US Equal Employment Opportunity Commission (EEOC) or in court.
- Participating in the Company's internal investigation into allegations of harassment or discrimination.
- Supporting another employee's internal or administrative complaint of unlawful discrimination (by, for example, testifying or providing an affidavit in support of a co-worker who has filed a discrimination complaint with the EEOC).

- Requesting an accommodation under the Americans with Disabilities Act
- Requesting or taking leave under the Family and Medical Leave Act or state leave statutes.
- Filing a worker's compensation claim.

The examples above are illustrative only, and not exhaustive. No form of retaliation for any protected activity will be tolerated.

Any employee, regardless of position or title, who has engaged in retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment.

If you have any questions about this anti-harassment, discrimination, and retaliation policy, please contact an EEO officer directly.

Pay Transparency and Non-Discrimination

The Company will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information (41 CFR 60-1.35(c)).

Business Ethics and Conduct

The Company is committed to being ethical and responsible members of the business communities in which we operate. In this regard, Oldcastle Materials, Inc. has made arrangements with an independent Company called The Network, which provides a special toll free number for employees or others who want to speak about business ethics or conduct concerns in a confidential manner. The Network's toll-free hotline is 1-888-312-2698. The hotline is a 24-hour-a-day, seven-day-a-week service.

Complaint and Conflict Resolution

The Company is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion or question should be brought to the attention of the Company. No employee will be penalized, formally or informally, for voicing a complaint with the Company. The employee should first present the problem to his or her immediate supervisor within three calendar days after an issue occurs. If the supervisor is unavailable to address the problem or if the employee believes it would be inappropriate to contact the immediate supervisor, the employee should present the problem to the supervisor's manager. If both the supervisor and their immediate manager are unavailable or if the employee believes it would be inappropriate to contact one of those employees they may present the problem to the Human Resources Manager, Vice President of Human Resources or to any other member of management.

Remedial action will be taken as warranted by the investigation results. Any person, who commits an act of harassment, discrimination, or retaliation for reporting harassment or assisting in the investigation of harassment, will be disciplined. Discipline may include termination of that person's employment, depending on the severity of the case

Workplace Violence Prevention

The Company is committed to providing a work environment that is free from violence and threats of violence. Any acts or threatened acts of violence simply will not be tolerated. Any employee engaging in threatening and/or violent behavior will be subject to disciplinary action, up to and including immediate discharge. In addition, anyone engaging in threatening and/or violent behavior may be subject to criminal prosecution.

Employees are required to report all threats or incidents of violent behavior that they observe or about which they are informed. Even without an actual threat, employees should report any behavior they witness in the workplace that appears threatening or potentially violent. Employees are responsible for making such reports regardless of the relationship between the individual responsible for the threatening behavior and the person(s) subjected to the behavior. The behavior should be reported immediately to the employee's manager or to the Human Resources Department. If any employee believes that there is an imminent threat, they should call 911 immediately, then contact management as soon as practical.

Every incident of violent or threatening behavior that is reported will be treated seriously. The incident will be investigated, and appropriate action will be taken to resolve the situation. All reports of incidents will be handled as confidentially as possible and retaliation against any person reporting such an incident will not be tolerated. For purposes of illustration, conduct which will be considered in violation of this policy includes, but is not limited to the following:

- Harming or threatening to harm an individual, group of individuals or relatives of those individuals
- Possession of firearms, explosives or other weapons on the Company premises and work sites, unless otherwise permitted by law

- Brandishing any object that could reasonably be perceived as a weapon
- Demonstrating callous or intentional disregard for the physical safety and well-being of others
- Intentionally destroying the property of others
- Deliberately damaging or attempting to damage Company property, equipment, or work of the Company
- Committing a felony or misdemeanor on Company property or any place where a Company-related activity, event or function is conducted
- Engaging in any other conduct, including physical actions or verbal or written statements, that a reasonable person would perceive as constituting a threat of violence
- Linger on company property for any purpose other than work-related or approved activities

SECTION III

Employment

Employee Referral

Our Company is always looking for exceptional employees to join our great team and feel it is important to reward individuals that identify and refer qualified candidates.

Eligibility requirements

- Full-Time or Part-Time regular employees are eligible to receive the referral bonus.
- **The name of the employee making the referral must be listed in the applicant's online application on the Oldcastle Careers Website.**
- Employee making the referral and the referred employee must be employed at the time of payout to receive the bonus.
- There is no limit on the amount of applicants an employee can refer.
- All bonuses are paid via payroll and subject to applicable State and Federal withholding taxes.

Program Exclusions

- Any management official in a supervisory chain of command or other person associated and/or involved with the recruitment, rating, or selection of the candidate is not eligible to receive a referral bonus.
- Any position that is not advertised or recruited for using the Oldcastle Careers Website (e.g. positions that are recruited directly from a union hall).

Bonus Payments

- Total bonus payment for a referred employee will be \$500.00. *The Company has the right to adjust/amend this amount.
- Payments will be made as follows:
 - For referred employees hired before July 1st, a bonus award of \$250 will be paid on or about October 1st. Providing eligibility requirements are

met, a second payment of \$250 will be made on or about October 1st of the following calendar year.

- For referred employees hired on or after July 1st, a bonus award of \$250 will be paid on June 1st of the calendar year following the referred employee's date of hire. Providing eligibility requirements are met, a second payment of \$250 will be made on or about June 1st of the following calendar year.

Receiving Referral Payout

- The referring employee must complete the Request for Payout form and submit to the human resources department for approval no later than 30 days beyond the eligibility date to receive payment.

The North Division of Oldcastle Materials is a committed Equal Opportunity Employer. We are interested in all qualified referrals including those of qualified minority and female applicants.

Employment Categories

It is the intent of the Company to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the Company. Termination decisions for employees covered under a collective bargaining agreement will be made subject to that agreement.

Employees are placed in one of the following classifications:

- Regular Full-Time – Those employees who are regularly scheduled to work a minimum of 30 hours per week Generally, regular full-time employees are eligible for the Company's benefit programs, including 401(k), subject to terms, conditions and limitations of each benefit program. Company employees that

are members of a union will follow the benefit provision, if any, in the employee's collective bargaining agreement.

- Seasonal Full-Time – Those employees who are regularly scheduled to work the Company's full time schedule, but also may be subject to periodic layoff periods due to work slowdowns and then may be subject to recall. Generally, they are eligible for the Company's benefit programs, including 401(k), subject to terms, conditions and limitations of each benefit program. Company employees that are members of a union will follow the benefit provision, if any, in the employee's collective bargaining agreement.
- Part-Time – Those employees who are regularly scheduled to work fewer than 30 hours per week. They are not eligible for the Company's benefit programs with the exception of 401(k), vacation, holiday pay, sick hours and bereavement pay, which will be prorated based on the provisions of the applicable policies.
- Temporary – Those employees who are hired as interim replacements to temporarily supplement the workforce or to assist the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain the status unless and until notified of a change. Temporary employees are not eligible for the Company benefit programs.
- Co-op/ Intern – Those employees who are hired on an interim basis through educational institutions and receive credit for working at the Company. Co-op or interns are not eligible for the Company benefit programs with the exception of holiday pay if a holiday falls during the time they are actively working. Should a co-op or intern be hired full-time once they have completed their education, they will receive credited service for time worked.

Pre-Employment Functional Capacity Tests

Certain roles within the Company will require an applicant to pass a job-specific functional capacity test that is administered by a third-party vendor. All such testing will be scheduled by the Human Resources or Safety Departments with the established third-party vendor.

Length of Service

Employees who are laid off and/or not actively working for a period of six months will be permanently terminated from their employment with the Company, unless an extension of this period would be agreed upon by the company as a reasonable accommodation. Upon this termination, any Company provided benefits will cease. After any permanent termination, previous employees are welcome to apply for any open position. If rehired, previous employee will be subject to all pre-employment requirements including, but not limited to; pre-employment functional capacity tests, background check, and substance abuse screening. Additionally, previous employee's tenure with the Company will start over as with new employees, in regards to benefits, vacation and sick time, subject to policy and plan documents in force at the time of rehire.

Work Hours

The Company's standard workweek follows the same schedule as calendar weeks, starting on Sunday and ending on Saturday. Weekly wages will be paid on the Friday of the following workweek. Production schedules may require employees to work a schedule involving any of the seven calendar days of the workweek. There may be instances when employees are required to work

scheduled overtime. Management will provide notification to employees as soon as possible when this situation occurs.

Company employees that are members of a union will follow the work schedule provision, if any, in the employee's collective bargaining agreement.

All nonexempt employees are required to complete accurate weekly time reports showing all time actually worked. At no time should any employee work off the clock.

Overtime

All overtime work must receive the supervisor's prior authorization. Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime is based on actual hours worked. Time off on sick leave, holiday, vacation leave or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Hours worked in excess of 40 are paid at 1½ times the regular rate of pay. Overtime is paid weekly along with the regular pay for the period.

Personal Information Changes

It is the responsibility of each employee to promptly notify the Company of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment and other such status reports should be accurate and current at all times. If any personal data has changed, notify the Human Resources Department as soon as possible and before 30 days have passed.

Job Posting

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

Job openings will be posted online and may be accompanied by advertisement via Company email or on the employee portal and will normally remain open for at least five business days.

To be eligible to apply for a posted job, employees must have performed competently for at least 90 calendar days in their current position. Employees who have received corrective action in the immediately preceding six months are not eligible to apply for posted jobs. Eligible employees can apply for those posted jobs for which they possess the required skills, competencies and qualifications.

To apply for an open position, employees should submit an online application and resume.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. Other recruiting sources may also be used to fill open positions.

Return of Property

Employees are responsible for all Company property, materials, or written information issued to them or in their possession or control. All Company property must be returned by employees on or before their last day of work.

SECTION IV

WORKPLACE GUIDELINES

Personal Appearance

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image the Company presents to the community. During business hours or when representing the Company, employees are expected to present a clean, neat and tasteful appearance. Employees should dress and groom themselves according to the requirements of their position and accepted social standards.

Division and Function Managers are responsible for establishing a reasonable dress code appropriate to the job their direct reports perform. Supervisors may ask an employee to leave the workplace until they are properly dressed or groomed. Under such circumstances, nonexempt employees will not be compensated for the time away from work. It is up to the supervisor to decide what constitutes appropriate appearance. Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Tank tops, tube tops, halter tops, flip flops or shorts may not be worn under any circumstances.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings and tongue studs, is not professionally appropriate and may not be worn during business hours.
- Torn or soiled clothing is not permitted in an office environment.
- Offensive t-shirts or revealing clothing are not permitted.
- Each location will establish the local standard that is appropriate for their place of business, within the confines of the points raised above. Good judgment should be used, and dress should represent the Company in a positive way.

Drug and Alcohol-Free Workplace

One of the Company's most significant values is that of safety, and our commitment to work together with all employees to ensure that we provide a safe working environment for everyone on our team. As part of that value, we recognize that substance abuse, whatever its form, has the potential to undermine our efforts and poses a threat to the safety and well-being of our employees. As a result, it is vital that we take a strong stand against substance abuse and develop procedures that encourage a drug-free workplace and eliminates substance abuse within the workplace.

Use of Alcohol and drugs

Employees shall not possess, sell or use alcohol, controlled substances and or illegal drugs while on the job, on Company property or in Company vehicles or machinery. Employees shall not work or report to work under the influence of alcohol, controlled substances or illegal drugs. If an employee is taking a medication prescribed by a physician and is having a reaction to such medication which could affect his or her performance on the job, he or she must immediately report this to his or her supervisor.

Anyone involved in the trafficking of illegal drugs or controlled substances, whether on or off the premises, will be subject to disciplinary action up to and including termination of employment. Trafficking includes the actual sale or distribution of drugs or controlled substances, or possession of a quantity of drugs that is more than would be expected for personal use. Trafficking also includes having in possession illegal drugs or controlled substances that are packaged in a way which indicates an intent to distribute.

Dependency Treatment

Employees are urged to request assistance with any drug or alcohol problem before disciplinary action becomes necessary, and before

notification of a random test. If an employee seeks assistance with such a problem from his or her supervisor, that employee will be offered the opportunity to receive treatment or counseling. Any costs of such treatment not covered by Company health insurance or that of a union health insurance policy will be the responsibility of the employee.

The Shelly Company and its subsidiaries will work with individuals who voluntarily report a drug abuse problem. These individuals will be placed on a leave of absence and required to enter a rehabilitation program. After successfully completing a rehabilitation program verified by a substance abuse professional, the individual may return to active employment, subject to periodic substance abuse screening. During the rehabilitation, any available paid vacation and sick time must first be substituted and used for that unpaid medical leave.

All requests for assistance will be handled in a confidential manner.

Testing Procedures

Drug and or alcohol tests will be conducted according to pertinent U.S.D.O.T. rules and regulations as set out in 49CFR Parts 40, 382, 391 and 395. The Shelly Company reserves the right to test any employee, at any time, for any reason.

Tests are required as follows:

- Pre-employment – all candidates for employment must be tested, and a satisfactory result must be received back, prior to their first day of employment with the Company.
- Reasonable suspicion – when there is reasonable suspicion that an employee may be using, possessing, or under the influence of illegal drugs, controlled substances or alcohol at work, that employee will be required to consent to a drug and/or alcohol test immediately.

Reasonable suspicion may be based upon, but not limited to, physical or behavioral indicators of possible impairment (such as slurred speech, lack of coordination, the odor of alcohol beverages or drugs on an employee, or any other physical or behavioral indicator), or substantiated reports that the employee uses or is under the influence of alcohol or drugs during work.

- Post-accident – drug tests are required in cases where a workplace incident has caused an injury to an employee or damage to a company vehicle or property, unless the employee can be completely discounted as a contributing factor. Post-accident tests will not be conducted if all of the following conditions exist:
 - The accident resulted in a minor injury, even when off-site medical attention was required;
 - There was no violation of work rules;
 - An accident investigation determined there was no reasonable suspicion related to the accident;
 - The accident is considered normal in relationship to the job functions of the injured employee.
- Random – the Company conducts random drug testing of employees, including those working under regulations from DOT, USCG, OSHA, MSHA, and BWC. The Company reserves the right to alter the percentage of employees selected for random drug testing, provided it meets or exceeds levels prescribed by law.
- Post-treatment – employees who have returned to work following completion of a substance abuse treatment program will be subject to return-to-duty testing and periodic follow-up substance abuse screening.

Drug testing procedures

- Refusal to comply with any part of the testing process will be considered insubordination and could result in the discharge of the employee.
- The Company will select the method and/or location that is most appropriate for sample collection. Whenever possible, testing will be conducted by a certified lab, and reviewed by a certified Medical Review Officer. Instant testing procedures may be used in rare occasions where a certified collection site is unavailable. All alcohol tests will be administered by a Breath Alcohol Technician (BAT). Test results will be treated confidentially and will be distributed within Company management on a need-to-know basis.

Disciplinary Action

Disciplinary action, up to and including termination of employment, will occur in the following instances:

- A drug test that results in a positive finding, adulterated, or substituted.
- An employee refuses to comply with any part of the process.

Employees may appeal action taken by the Company under this policy directly to the Human Resources Department. Any employee whose employment is subject to a Union agreement shall have recourse to the appropriate grievance procedure in the event he/she disagrees with the application of this policy.

Employees Violating the Policy

Any employee violating the Company's Substance Abuse Policy will be subject to immediate termination. After discharge, the individual may be

eligible for reinstatement after one year period elapses from the time of termination if the individual:

- Receives the assistance of a substance abuse professional (SAP).
- Satisfactorily follows the recommendations for treatment of the SAP.
- Agrees with the SAP, the drug treatment agency or individual conducting the drug treatment program to release to the Safety Committee pertinent information concerning the individual's consultation, treatment, recommendations, and participation in any drug treatment program.
- Agrees to follow-up random drug and or alcohol screening for one year in the event the individual is reinstated.

The rehabilitation of an employee discharged as a result of a positive test must be to the satisfaction of the Safety Committee before the individual can be considered for reinstatement by the Company. Nothing in this policy shall be construed to mean The Shelly Company and or its Subsidiaries are anything other than an at will employer.

Workers' Compensation

The Company is self-insured in its workers' compensation coverage, which means the Company has the right to pay compensation directly in the State of Ohio under its BWC Policy. The Occupational Safety and Health Administration (OSHA) requires employers to document all injuries, even if a claim is not filed. All work-related injuries must be reported immediately upon occurrence to the employee's direct supervisor or equivalent. The supervisor or equivalent must then immediately contact the local safety professional.

The Risk Manager will work with the injured worker and medical professionals to attempt to return him/her to work as soon as possible. This

may include returning the injured worker to a light-duty position. All injured workers are to return to work as soon as medically possible. If they have restrictions, they will be accommodated, if possible, in a light-duty position, and other forms of accommodations will also be considered as necessary. If the employee is unable to work due to a serious health condition, Family Medical Leave may also apply (please see Section V for details).

It is imperative that all incidents are reported at the time they occur to avoid exacerbating the injury, unnecessary lost time for injured workers, and other delays in injury management.

Neither the Company nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by the Company.

Americans with Disabilities Act

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

It is the policy of the Company to comply with all federal and state laws concerning the employment of persons with disabilities. Furthermore, it is our Company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

When an individual with a disability is requesting an accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

The Company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Company. Contact HR with any questions or requests for accommodation.

All employees are required to comply with the Company safety standards. Current employees who pose a direct threat to the health and/or safety of themselves or other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employees' immediate employment situation.

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

The HR Department is responsible for implementing this policy, including resolution of reasonable accommodations, safety/direct threat and undue hardship issues. Employees should contact Human Resources if they have any questions or concerns regarding these issues.

Religious Accommodation

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

Requesting a Religious Accommodation

An employee whose religious beliefs or practices conflict with his or her job, work schedule, or with policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must contact the HR Department to make a formal request. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.

Providing Religious Accommodation

The employee's manager will work with the HR department to evaluate the request considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available that is reasonable and that would not create an undue hardship. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code that does not affect safety or uniform requirements, or for other aspects of employment.

The employee's manager will meet with him or her to discuss the request and the decision on the accommodation. If the employee accepts the proposed religious accommodation then the accommodation will be implemented. If the employee rejects the proposed accommodation, he or she may appeal the decision and provide another alternative and will evaluate the alternative and make a decision on whether it can be honored provided there is not an undue hardship on the Company's business.

It is the policy of the Company to comply with all federal and state laws concerning the employment of persons requesting a religious accommodation. Furthermore, it is our Company policy not to discriminate against qualified individuals requesting a religious accommodation in regard to application procedures, hiring advancement, discharge, compensation, training, or other terms, conditions and privileges of employment.

Use of Information Technology

The following policies shall apply to all use of the network by users of the Company. The network includes, without limitation, all computer systems, electronic and other communication and storage systems, email, telephone and facsimile equipment, data communication facilities and the internet.

1. Access to the Network through use of the Company facilities is provided for bona fide Company business purposes. To the extent that occasional personal use of the network does occur, such use must not, in the Company's sole judgment, exceed a reasonable level or distract or disrupt normal work activities. Furthermore, the Company provides no assurance of privacy with respect to any business or personal use of the Network or any other facilities.
2. Network users must comply with all Company access procedures, including use of assigned user IDs and properly licensed software. Once a user receives a user ID to access the Network and related systems, he/she is solely responsible for all actions taken while using those user IDs. Users IDs may not be shared with others. Users may not use email IDs assigned to other individuals to send or receive messages, except in the case of administrative assistants. To maintain system integrity, all employees are required to change their password(s) periodically. A password containing a

random mixture of letters and numbers provides the best security. Individual passwords do not guarantee confidentiality or prevent access by the Company, and the Company reserves the right to override passwords and access any part of the Network at any time. In addition, each user should note that he/she may not:

- Use the Network or other systems to gain unauthorized access to other information or systems.
 - Place personal encrypted material on the network.
 - Copy Network or other files without authorization or use or copy copyrighted materials, such as third-party software, without the proper license or the express written permission of the owner.
 - Except in “unusual circumstances” share with or use another person’s ID or password that may help to gain access to the Network. These unusual circumstances might include sharing an ID and password with a personal assistant (or other direct report) in order to provide him/her with temporary access to information when you do not have your normal access capabilities due to an equipment malfunction or an inability to connect to the Network from a remote location. Also, it is sometimes necessary to share a password with local IT personnel in order to assist them in troubleshooting a particular problem. In each of these situations however you should change your password after the event so that under normal circumstances no one else knows it.
3. Any email or other communications sent or received via the Network and particularly the internet must be appropriate for the workplace. The language of user email should meet community standards for decency and not make degrading or defamatory remarks about any employee, vendor or customer. Sending anonymous email is forbidden. Email is a relatively permanent form of communication. Users should not transmit

any information in email messages that would be inappropriate in a written letter or memorandum. Deletion of an email message does not eliminate backup copies of the messages, which are automatically stored.

4. Only legally-acquired and licensed software is allowed on the Company Network. Users must comply with software license agreements and applicable laws at all times. Copying software in violation of copyright laws is strictly prohibited.
5. Employees are expected to act in a responsible and professional manner when they use the Network and all other Company facilities. Actions that may cause interference with the Network or disruption of work activities are prohibited.
6. Regardless of available encryption methods or other security, it should be assumed that the internet is not adequately equipped to protect data that is considered highly sensitive, confidential or personal. Dissemination of business or technical information of a sensitive, proprietary, confidential or internal nature is not permitted without prior approval.
7. Software, databases and similar 'live' technology may not be sent or received via the internet without (a) prior approval, (b) appropriate virus screening, (c) proof that the owner has authorized applicable copying, transmission and use thereof, and (d) use of encryption and other security procedures as appropriate.
8. Users may not agree to a license to download any materials without first obtaining the express permission of their IT Department.
9. The Company reserves the right to access or monitor (with or without notice) at its discretion any use of the Network or other Company facilities, any transmission and information prepared, stored or

transmitted on the Network. Such access or monitoring may include retrieving business information, investigating or resolving network or communication problems, preventing network misuse, ensuring compliance with policies for use of third-party software, ensuring compliance with legal and regulatory requests and enforcing Company policies. The Company reserves the right to disclose, without notice, such communication to third parties at its discretion. The network and related materials, including all data files, is the property of the Company, and the Company reserves the right to view and erase any programs (including games), electronic messages or data files of a personal nature that may reside on the Network.

10. Sexual, racial or other offensive, inappropriate or unlawful remarks, jokes, slurs and obscenities are prohibited. Use of the Network to view, access, upload, download, store, transmit, create or otherwise manipulate pornographic, sexually explicit or other offensive materials the Company considers inappropriate is expressly prohibited. Further, such uses of the Network may violate, among other things, the Company's sexual harassment policy.
11. Use of the Network is subject to all other Company policies.
12. Each employee agrees, recognizes and hereby consents to the Company's access to his or her email and computer files generated or otherwise created in the Company's electronic systems. Each employee consents to the Company's review of such electronic files without prior notification.
13. The Network and any file created on it or with it are not confidential and the employee files will likely be reviewed by the Company.

14. Users who become aware of or who are victimized by prohibited activities should report the violations to their supervisors immediately.

Any violation of the above policies may result in disciplinary action, which could include reprimand, probation, suspension, reduction in salary, demotion or dismissal as determined by the Company in its sole judgment and by applicable law.

There is a corporate and an individual obligation to fulfill the intent of these policies. Any director, officer or employee who discovers any matter that is or appears to be in violation of these policies must report the matter promptly to his/her supervisor or Human Resources. As an alternative, you may report violations 24 hours a day, seven days a week to the Oldcastle Ethics and Compliance Hotline at 1-888-312-2698. Callers may remain anonymous if desired.

Use of Social Media

The Shelly Company is committed to open communication and frequent dialogue with our stakeholders, including employees, local communities, customers and suppliers, furthering our commitment to operate as a good neighbor. We therefore recognize the power of social networking sites in helping our employees build solid, successful business relationships and gain awareness of our Company as a world-class leader in the construction and building materials industry.

Freedom of expression, authenticity, and creating communities are the essence of social media. We recognize that our employees may converse on social networking sites and have developed social media guidelines below to provide you with direction as you interact on social networks, including blogs and microblogs, wikis, video and picture sharing sites, and more. As in

all of our daily communications, the best approach to social media is to use sound judgment and common sense, be respectful and remember that you are representing the Company and its values.

Guidelines:

- Do not comment on trade secrets and proprietary Company information without the advance approval of your manager, HR, and Communications Departments.
- Do not make negative comments about our customers on any social media.
- Use of social media on Company equipment during work time is permitted, if your use is for legitimate business purposes. Please discuss the nature of your anticipated business use and content of your message with your manager beforehand.
- Respect all copyright, trademark, and similar laws and use such protected information in compliance with applicable legal standards.
- Don't use The Shelly Company (or any of its affiliated entities) logos, marks or other protected information or property for any business and/or commercial venture without the Legal Department's express written authorization.
- Don't create a blog or online group related to the Company's (not including blogs or discussions involving wages, benefits, or other terms and conditions of employment, or protected concerted activity) without advance notice of the Legal and Communications Departments.
- Be thoughtful in all of your communications and dealings with others. Never harass (as defined by our anti-harassment policy), threaten, libel or defame fellow professionals, employees, clients, competitors, or anyone else.

- Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly to your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticisms, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying.

Emergency Closings

When operations are officially closed due to emergency conditions or an employee is unable to go to work due to a Level 2 or 3 snow emergency, time off for nonexempt employees is unpaid. Sick time or vacation time may be used with manager approval if at the request of the employee. Employees in essential operations may be asked to work on a day when operations are officially closed. Employees can sign up for Company text alerts by texting “Shelly” to 43506.

Employee Conduct

The Company expects employees to maintain acceptable standards of conduct and performance. Appropriate employee personal conduct promotes productivity and efficiency, and helps to provide a pleasant and cooperative work environment.

An employee shall be subject to discipline for behavior including but not limited to misconduct, violation of the Company’s rules or policies, or poor performance. While it is impossible to identify every type of specific conduct that could result in discipline, the Company provides the following list to

illustrate some of the types of misconduct that may result in disciplinary action up to and including termination:

- Violation of Company safety rules
- Violation of attendance standards, including unexcused absences, tardiness and leaving early without permission, unless the absence is protected by law
- Misuse or falsification of Company records
- Careless, inefficient or negligent performance of duty
- Insubordination, disrespect or refusal to carry out work assignments
- Misuse of tools, equipment or other job materials or willful damage to property
- Violation of Drug and Alcohol-Free Workplace Policy, including refusal to comply with any part of the testing process
- Violation of the Harassment, Discrimination, and Retaliation Policy
- Possession of firearms, explosives or other weapons on Company premises and work sites, unless otherwise permitted by law
- Fighting, threatening, intimidating or harassing another employee
- Stealing or other acts of dishonesty
- Horseplay which may endanger safety
- Use of threatening or abusive language
- Improper use or disclosure of Company information
- Engaging in other acts inconsistent with reasonable standards of employee conduct as determined by the Company

The severity of the disciplinary action to be taken by the Company, in its sole discretion, depends upon the various business factors the nature of the offense and the employee's record. Optional forms of discipline include, but are not limited to:

- Verbal warnings
- Written warnings
- Probationary action
- Demotion or transfer
- Suspension
- Discharge

An employee may be subject to immediate discharge at any time at the discretion of the Company even if that employee has received no other form of discipline prior to the incident at issue.

Environmental

The Company's tradition and reputation for professionalism has been earned over the years by the dedicated efforts of our employees. It is a challenge that demands hard work and adherence to our environmental policy. We must strive to be a good environmental neighbor and a leader in the environmental community.

The guidelines in this policy are general and may not be applicable to all regulations and situations. However, basic compliance of environmental rules and regulations are to be followed.

It is the policy of the Company to comply with local, state, and federal environmental regulations. Management and employees at all levels must follow the guidelines set forth by the environmental compliance officer of the

Company. Guidelines established by the environmental compliance officer include, but are not limited to:

- Documentation of operations, production
- Documentation of inspection of operation and facility
- Reporting of malfunctions and deviations of process equipment or site
- Attendance at training
- Interaction with representatives of environmental agencies
- Correct any environmental deficiencies in a reasonable time period
- Response to complaints and report to environmental compliance officer
- Maintenance of equipment required for compliance
- Conduct required measurements of plant processes

Any employee who does not comply with the Environmental Policy faces disciplinary action, which could result in corrective action up to and including termination. In keeping with the employer's employment-at-will policy, an employee's supervisor, after consultation with the appropriate general supervisor, upper management and the environmental compliance officer, has the discretion to discharge the employee after an environmental policy violation.

Communication via the Employee Portal

The employee portal is a password-secured site for all Shelly employees to receive Company news and communications. It is accessible from any computer with internet access. To register, go to www.shellyco.com/employeeportal. There, you can create and manage your profile.

SECTION V

Company Benefits Programs

Comprehensive Benefits

The Company recognizes the value of benefits to employees and their families. The Company supports employees by offering comprehensive and competitive benefits programs, including medical, prescription, dental, and vision coverage, as well as life insurance, short-term and long-term disability insurance, and retirement savings programs, to eligible employees. All employees are eligible for the Employee Assistance Program, whether or not they participate in other benefits. These benefits may be changed, amended, or canceled at any time as allowed by law. All benefit plans and programs are governed by the applicable plan documents. Additional information is available through The Shelly Company employee portal or from the Human Resources Department.

Company employees that are members of a union will follow the benefit provision, if any, in the employee's collective bargaining agreement.

Holidays

The Company recognizes the following paid holidays:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25)
- Two floating holidays, the dates of which will be determined by division management annually

The Company will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day (maximum eight hours). Eligible employee classification(s):

- Regular full-time employees
- Seasonal full-time employees (only if the holiday falls during their period of active work)
- Regular part-time employees who are projected to work at least 1,000 hours in the current calendar year. Part-time employees who are projected to work less than 1,000 hours in the current calendar year are not eligible to receive holiday pay.
- Paid co-ops and interns (only if the holiday falls during their work rotation)

The following conditions apply to the payment of holiday pay:

- If eligible nonexempt (hourly) employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time for the hours worked on the holiday.
- Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.
- To be eligible for holiday pay, employees must be actively working and must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday. Employees who have an unscheduled absence the day before or after the holiday will not be paid for the holiday. Approved vacation immediately preceding or following the holiday will be considered a work day for this purpose.

- Employees are not eligible for holiday pay while on layoff.
- A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.
- If a recognized holiday falls during an eligible employee's paid absence (such as vacation), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Union employees' holiday schedule may be different and the collective bargaining agreement will apply.

Vacation Benefits

The Shelly Company recognizes that everyone benefits from time off for rest and relaxation. Therefore, the Company grants annual vacation time to regular full-time and part-time employees. Vacation leave will not count towards the calculation of overtime pay for nonexempt employees. Vacation pay for nonexempt employees shall be calculated based on the employee's regular base rate at the time the employee takes vacation.

The amount of vacation employees receive is dependent on length of continuous service during the previous calendar year which runs from January 1 to December 31. Vacation is accrued throughout the year on a weekly basis. Increases to vacation benefit will occur the first of the year following the anniversary. Vacation must be used in the year in which it is accrued and cannot be rolled over into the following year. Any accrued, but unused vacation will be paid out upon termination in a pro-rated amount based on how many full weeks the employee had worked during the year prior to their termination. If an employee leaves employment and then returns during the same calendar year, their eligibility for vacation benefits will be prorated based

on the number of weeks actually worked during the year, less any vacation time already paid out.

The following chart sets forth the amount of vacation pay and time off employees earn. Any earned, but unused vacation will be paid out upon termination.

Length of Continuous Employment as of the beginning of the calendar year (January 1)	Benefit: Amount of Pay (Full-time employees)	Benefit: Amount of Pay (Part-time employees who are projected to work at least 1,000 hours in the current calendar year)
Less than 5 years	80 hours	40 hours
5 – 9 years	120 hours	60 hours
10 or more years	160 hours	80 hours

So, for example, an employee hired on April 1, 2013 will arrive at their 5th anniversary on April 1, 2018. They will be eligible for the increase to 120 hours of vacation on the first of the year following that anniversary, or on January 1, 2019.

New employees in their first year of employment will be eligible for a pro-rated amount of vacation for the calendar year in which their employment began. Employees do not begin accruing vacation and will not be eligible to take vacation during their first 90 days of employment. However, after their 90th day, new employees in their first calendar year of employment will be eligible for vacation as follows:

Month of hire	Benefit: Amount of Pay (Full-time employees)	Benefit: Amount of Pay (Part-time employees who are projected to work at least 1,000 hours in the current calendar year)
January	60 hours	30 hours
February	52 hours	26 hours
March	48 hours	24 hours
April	40 hours	20 hours

May	32 hours	16 hours
June	28 hours	14 hours
July	20 hours	10 hours
August	16 hours	8 hours
September	8 hours	4 hours

Vacations must be scheduled in such a way that allows each department to meet its needs. Consequently, managers or supervisors must approve all requests for vacation time. Vacation leave must be coordinated with co-workers and with management to allow work to progress without undue disruption. Employees should submit vacation requests to their supervisor with as much advanced notice as possible. Vacation that will be earned in the current year may be taken prior to being accrued with management approval. Vacation time is paid at the employee’s base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Paid time off for vacation will not be counted as hours worked for the purposes of determining overtime. Seasonal construction employees who do not work year-round (52 weeks) will continue to receive 5 days of vacation during the season. Company employees that are members of a union will follow the vacation schedule, if any, stated in the employee’s collective bargaining agreement.

Sick Time

The Company provides sick time for periods of temporary absence due to illness or injuries to all regular and seasonal full-time nonexempt (hourly) employees and part-time nonexempt (hourly) employees who are projected to work more than 1,000 in the current calendar year. Eligible full-time employees will receive 40 hours per calendar year; eligible part-time employees will receive 20 hours per calendar year. For employees who do not work a full calendar year, sick time will be provided on a pro-rated basis using

the same calculation method as vacation benefits. New employees will receive sick time for the first year of employment based on their hire date: January – March hire dates will receive 24 sick hours (12 hours for part-time), April – June hire dates will receive 16 sick hours (8 hours for part-time), July – September hire dates will receive 8 sick hours (4 hours for part-time), October – December hire dates will receive no sick hours). If an employee leaves employment and then returns during the same calendar year, their eligibility for sick time will be prorated based on the number of weeks actually worked during the year, less any sick time already paid out.

Employees can request the use of paid sick leave beginning the first of the month following their 60th day of employment. Paid sick leave can be used in minimum increments of one hour. An eligible employee may use sick leave benefits for an absence due to his or her own illness or injury or that of a child, parent or spouse of the employee.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement may be requested to verify the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well.

Sick time is intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment. Sick time is not carried over to future years, and paid time off for sick time will not be counted as hours worked for the purpose of determining overtime.

Company employees that are members of a union will follow the sick time schedule, if any, stated in the employee's collective bargaining agreement.

Leave under the Americans with Disabilities Act

If an employee is not eligible for FMLA leave or has exhausted his/her FMLA leave, the Company provides medical leaves of absence to eligible employees who are temporarily unable to work due to a serious health condition or disability, as required by the Americans with Disabilities Act.

Eligible employees should make requests for medical leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

A healthcare provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the Company. Employees returning from medical leave must submit a healthcare provider's verification of their fitness to return to work. If the employee has medical restrictions, the Company will attempt to provide reasonable accommodations to assist the employee in performing the essential functions of their job.

When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

Family Medical Leave

The function of this policy is to provide employees with a general description of their rights under the Family and Medical Leave Act. In the event of a conflict between this policy and the applicable law, employees will be afforded all rights required by law.

Eligibility Requirements

Employees are eligible for FMLA leave if they have worked for the Company for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the Company within 75 miles.

Basic Leave Entitlement

Employees eligible for FMLA leave may take 12 weeks of unpaid, job-protected leave during a rolling 12-month period for the following reasons:

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

Leave for reason (2) must be completed within the 12-month period beginning on the date of birth or placement. In addition, spouses employed by the Company who request leave because of reason (2) or to care for an ill parent, may only take a combined aggregate total of 12 weeks leave for such purposes during any 12-month period.

You may not be granted FMLA leave to gain employment or work elsewhere, including self-employment. If you misrepresent facts to be granted FMLA leave, you will be subject to immediate termination.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or called to covered active duty status may use their 12-week leave entitlement (during the rolling 12-month period) to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single rolling 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.* FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available. Spouses employed by the Company may only take a combined aggregate total of 26 weeks of leave.

Definition of Serious Health Condition

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

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

*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."

Use of Leave

Leave because of a serious health condition, for care of a seriously ill family member, a serious injury or illness of a service member, or qualifying exigencies may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. In addition, while you are on an intermittent or reduced schedule leave for foreseeable, planned medical treatment, the Company may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations.

Substitution of Paid Leave for Unpaid Leave

All FMLA leave is unpaid leave. If you request leave under the FMLA for any reason other than your own serious health condition, any available paid vacation you have must first be substituted and used for that unpaid leave. If you request leave because of your own serious health condition, all available paid time off must be taken prior to unpaid time off.

In addition, short-term and/or long-term disability insurance may apply as part of the 12-week leave period when the leave is requested due to your serious health condition or the birth of a child. The substitution of paid leave time for unpaid leave time does not extend the leave period beyond the 12-week or 26-week maximum allowance.

FMLA leave will run concurrently with any other applicable leave, to the extent allowed by law. For instance, vacation, sick, or workers' compensation leave will be simultaneously designated as FMLA leave as well, if the leave is also FMLA-qualifying.

Employee Responsibilities – Notice and Certification

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable. Absent unusual circumstances, you must comply with the Company's customary notice requirements for requesting leave.

The company utilizes a third party administrator for all FMLA leave, UNUM. An employee should contact UNUM directly to initiate a claim. UNUM can be reached at 888-215-1720.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave.

If you are requesting leave because of your own or a covered family member's serious health condition, or a covered service member's serious injury or illness, you and the relevant health care provider must supply appropriate medical certification. You may obtain a Certification of Health Care Provider form from UNUM. The medical certification must be returned within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of leave. It is the employee's responsibility, not the health care provider's, to ensure that the Company receives the fully completed medical certification by the deadline. If the Company does not receive a fully completed certification by the deadline (unless there is a legitimate reason for delay), or if the certification does not confirm an FMLA-qualifying condition, the employee's absences will be treated according to the Company's regular attendance standards.

The Company, at its expense and where allowed by law, may require an examination by a second health care provider designated by the Company. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion.

If you are requesting leave because of a “qualifying exigency” you must supply appropriate certification. You may obtain a Certification for Qualifying Exigency for Military Family Leave form from Human Resources.

Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees may be required to provide periodic recertification supporting the need for leave.

Administrator Responsibilities

Once a request for FMLA leave is made, UNUM will notify you whether you are eligible for leave. If you are not eligible, UNUM will provide a reason for the ineligibility.

Benefits and Protections

During an approved leave, the Company will maintain your health benefits, as if you continued to be actively employed. If paid leave is substituted for unpaid leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. Elected optional benefit premiums will accrue during leave. Your premium payment may be adjusted upon return to ensure full payment of all elected optional benefits. If you do not return to work at the end of the leave period, you may be required to reimburse the Company for the cost of the premiums paid by the Company for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. You must return to work immediately after

the expiration of your approved FMLA leave in order to be reinstated to your position or an equivalent position. However, you have no greater right to reinstatement or other benefits and conditions of employment than if you had not taken leave.

Certain “key” employees (i.e., a salaried employee who is in the highest paid 10% of employees at a worksite or within a 75-mile radius of that worksite) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the Company. The Company will notify you if you qualify as a “key” employee, if the Company intends to deny reinstatement, and of your rights in such instances.

If you take leave because of your own serious health condition, you are required to provide medical certification that you are fit to resume work. To the extent that the employee has medical restrictions, the Company will attempt to provide reasonable accommodations to assist the employee in performing the essential functions of their job. As required by DOT regulations, DOT employees will also be required to have a DOT medical exam to ensure their DOT medical certificate is still valid. Employees failing to provide proper documentation will not be permitted to resume work until it is provided.

Non-discrimination and Non-retaliation Provision

The Company will not interfere with, restrain, or deny the exercise of any right provided under FMLA, nor will it discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

State Leave Laws

To the extent that leave laws in your state contradict this policy or provide additional leave, the state leave law will be followed by the Company.

Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the basic pay (excluding expense pay) received while on military duty. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Vacation, sick leave and holiday benefits will be maintained during a military leave of absence.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a

comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Human Resources Department for more information or questions about military leave.

Bereavement Leave

Employees who wish to take time off due to the death of a family member should notify their supervisor immediately. Up to three days of paid bereavement leave will be provided for the death of an immediate family member to eligible employees in the following classification(s):

- Regular full-time employees
- Seasonal full-time employees
- Regular part-time employees

Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary. The Company defines immediate family as the employee's spouse, parent, step-parent, child, stepchild, sibling, grandchild or grandparent or the employee's spouse's parent, employee's spouse's step-parent, child, sibling, grandchild or grandparent.

Company employees who are members of a union will follow the bereavement leave provisions, if any, in the employee's collective bargaining agreement.

Jury Duty

If an employee is called to serve jury duty, the Company encourages them to fulfill their right and duty as a citizen. Time off will be granted for the duration

of the employee's jury duty. Employees should supply their jury duty summons to their supervisor as soon as possible so that proper arrangements can be made to cover the employee's absence. Employees must provide to the Company copies of the jury duty paycheck(s) received from the court and the employee will receive his/her full salary/wages for time spent on jury duty, less payment from the court. Employees will also be eligible for employee benefits as if he/she was actively employed during an approved jury duty. In the event the employee is dismissed from jury duty early on any day, he/she must report to work for the remainder of the day. Company employees that are members of a union will follow the jury duty provisions, if any, in the employee's collective bargaining agreement.

Unpaid Time Off

Request for unpaid time off that are not of medical nature will be assessed on a case-by-case basis. Approval of time off will be determined by the needs of the business. All available paid time off must be taken prior to unpaid time off.

Education Tuition Reimbursement

Purpose

The Oldcastle Materials North Division believes in the value of education, particularly in areas directly related to the business. In that regard, the division provides an Education Reimbursement Policy to support the professional development of those employees who desire to further their education and who meet certain eligibility requirements.

Scope

The Policy applies to full-time seasonal or year round employees who are in good standing with the Company. Employees must continue to meet job performance expectations throughout enrollment. Reimbursement under the terms of the Policy is available to employees pursuing a GED, undergraduate degree, and graduate degree.

Eligibility Requirements

- Employees must complete one (1) year of service to participate in the Policy. For seasonal employees, periods of layoff will be applied to this requirement.
- A course or degree program must be directly related to the employee's current position or must enhance potential for advancement within the Company.
- Employee application must include a written request, endorsed by the Line of Business or Function Manager and approved by Company President.
- Classes must be offered by an accredited technical institution, college, or university.
- Educational reimbursement does not apply to training programs, seminars, or certifications programs.

Approval Process

- A Tuition Reimbursement Application (available on the Employee Portal) must be submitted to the Human Resources Department and must be approved by the employees Division Manager or VP prior to beginning coursework.
- Once coursework is complete, employees must submit the Request for Tuition Reimbursement form (also available on the Employee

Portal) along with the grade report and proof of cost within 45 days of course completion in order to receive reimbursement.

Guidelines

- Individuals must be active employees of the North Division when the course begins and must still be employed when the course work is completed.
- Employees are expected to schedule class attendance and completion of study assignments outside of regular work hours. Management may limit the number of courses an employee can take if the schedule interferes with the employee's ability to perform the job.
- An employee who voluntarily or involuntarily terminates employment must reimburse the Company 100% of all reimbursement received within the prior three years of employment. Note: this does not apply to employees affected by a reduction in force, permanent disability, or death.
- If an individual is rehired by Oldcastle Materials North Division there is no reinstatement into ongoing coursework that may have been approved prior to termination or reimbursement for prior coursework.
- It is expected that employees who are approved for a degree program will maintain continuity with the coursework. If a break of more than 12 months in coursework occurs your application for continuation in the program must be re-evaluated.
- While successful completion of a course of study improves an employee's educational background, such accomplishment does not

obligate the Company to reward participants with promotion, transfer, reassignment, or compensation increase.

- IRS regulations: education reimbursement of \$5,250 in a calendar year may be taxable to the employee and it is the employee's responsibility to pay those taxes. Refer to IRS Publication 970, Tax Benefits for Education for more details.

Grandfather Clause

Employees enrolled in an approved education reimbursement program prior to the effective date of this policy (January 1, 2018) will be grandfathered under the local Company program as long as they maintain eligibility and good standing with the Company. Enrollment in an education reimbursement program after the effective date of this policy will fall under the guidelines and eligibility described above.

Reimbursement

Undergraduate coursework:

- Employees will be reimbursed 100% for a grade of A or B (or equivalent) up to a maximum of \$5,250 per year.
- Employees will be reimbursed 50% for a grade of C (or equivalent) up to a maximum of \$5,250 per year.
- No reimbursement will be given for a grade lower than a C (or equivalent).
- Pass/fail courses will be reimbursed at 100% for a pass up to a maximum of \$5,250 per year.

Graduate coursework:

- Employees will be reimbursed 100% for a grade of A or B (or equivalent) up to a maximum of \$5,250 per year.

- Employees will be reimbursed 50% for a grade of C (or equivalent) up to a maximum of \$5,250 per year.
- No reimbursement will be given for a grade lower than a C (or equivalent).
- Pass/fail courses will be reimbursed at 100% for a pass up to a maximum of \$5,250 per year.

Eligible expenses include application fees and tuition. Expenses not eligible for reimbursement include but are not limited to books, lab fees, registration, hardware, late fees, parking, repeated courses, software packages, transportation, on-line charges, supplies, or graduation fees.

Summary

The adoption and maintenance of this program shall not be deemed to be a contract between Oldcastle Materials North Division and the employee. Nothing contained in the program shall give any employee the right to be retained by the Company or interfere with the right of the Company to terminate an employee for cause regardless of the effect that such termination will have upon the employee under the terms of this program.

Exceptions to this policy must be approved by the Company President.

If you have questions regarding this policy, please contact your local Human Resources representative.

Dependent Scholarship

The Company offers an academic collegiate scholarship to the dependents of its employees.

Student Eligibility

Students are eligible for the scholarship if they meet **all** of the following criteria:

- A dependent child of a full-time employee (active or temporary lay-off) who has been employed for three (3) or more years by The Shelly Company; and
- A minimum grade point average of 3.0 (on a 4.0 scale); and
- Applicant must be a graduating high school senior **or** current student at an accredited community college or four-year college/university.

Selection Process

Recipients will be selected by an independent third-party committee based solely on the application materials provided.

Scholarship Award

Up to five (5) students will receive a tuition scholarship in the amount of \$1,000 made payable to the recipients' educational institution of choice. Students may reapply for the scholarship on an annual basis.

Timing

Scholarship applications are made available around the first of the year and additional details can be found on the employee portal, along with the application and instructions for submittal. Deadline for submission is around the first of May each year. Winners shall be notified by June.

Employee Acknowledgement Form

The Book of Company Policies describes important information about The Shelly Company, and I understand that I should consult management, the Human Resources Department or the Vice President of Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with The Shelly Company voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or The Shelly Company can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

I also understand that the employment terms set out in this Handbook work in conjunction with, and do not replace, amend or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with The Shelly Company. I understand that I should consult the terms of my collective bargaining agreement. Wherever employment terms in this Handbook differ from the terms expressed in my union's collective bargaining agreement with The Shelly Company, I understand that I should refer to the specific terms of the collective bargaining agreement, which will control.

Because the information, policies and benefits described herein are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to The Shelly Company's policy of employment at will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Name (printed): _____

Employee's Signature: _____

Date: _____