

Conewago Holdings, Inc.

Employee Handbook

April 7, 2021

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Welcome from our President

To Our Employees:

Congratulations on joining the Conewago team! We take great pride in operating our Company in a friendly and efficient manner.

Conewago Holdings, Inc. is a second generation, family owned and operated full-service general contractor serving industrial, commercial, and municipal clients. Founded in 1956, with our business philosophy based on the premises of honesty, integrity and trust, Conewago is committed to building strong, lasting relationships with our customers. Our mission is to satisfy the needs of each customer by providing innovative, experienced and high-quality construction services on time and within our customer's budget. It is through the success of these standards that we promote our Company's growth by attracting new business.

The heart of Conewago is you, our employee. As a merit shop contractor, we have made a commitment to provide you with good working conditions, competitive wages and benefits, and opportunities for advancement. Together we can make this an enjoyable and rewarding place to work.

We encourage you to read and refer to this Handbook often. If you have any questions or concerns, please feel free to contact our Human Resources Representative. He/she will make every effort to answer your questions or address any concerns you may have.

Once again, welcome to Conewago Holdings, Inc. Best wishes in your career.

Donald B. Smith, Jr.
President
Conewago Holdings, Inc.

1.0 Equal Employment Opportunity Policy

Conewago Holdings, Inc. strictly follows a policy of non-discrimination in all employment policies, practices and other aspects of employment. Our employment policies and practices treat everyone fairly and consistently. We hire and develop the best-qualified people available based upon job-related employment opportunities. We do not discriminate on the basis of color, religious belief, sex, sexual orientation, age, race, national origin, non-job related disability or other prohibited criteria as these terms are defined under applicable state or federal law in our recruiting, hiring, layoff, return from layoff, separation decisions, training, benefits, Company sponsored recreation programs, promotions, transfers, or treatment on the job.

Conewago Holdings, Inc. will also make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any applicant or employee who requires an accommodation should contact our Human Resource ("HR") Department. More information about requesting a reasonable accommodation is detailed later in this Handbook at Chapter 7.26.

Conewago Holdings, Inc. further affirms this policy by stating our support of the following Acts and Executive Orders:

- The Equal Pay Act of 1963
- Title VII of the Civil Rights Act of 1964
- The Age Discrimination in Employment Act of 1967
- The Rehabilitation Act of 1973
- Section 402 of the Vietnam Era Veterans Re-Adjustment Assistance Act of 1974
- Executive Order 11246
- American with Disabilities Act
- The Pennsylvania Human Relations Act
- Clean Air Act
- Immigration Reform Control Act of 1986
- GINA Act
- All other revisions and updates of the Federal Register

In addition to our policy of non-discrimination, we will take affirmative action to recruit minorities, women, individuals with disabilities, and protected veterans by maintaining liaison with local organizations affiliated with minorities, women, individuals with disabilities, and protected veterans and notifying them of job opportunities.

We will also include the tagline EEO Employer/Disabled/Veterans in all our help wanted ads. We will post our equal employment opportunity policy at our office as well as all field office trailers.

Any incident, complaint or situation that you believe involves discrimination or harassment regarding the aforementioned characteristics by a co-worker, customer. Supervisor or

other managerial agent of the Company or third parties that you encounter during the course of your employment should be brought to the immediate attention of our HR Department for investigation and corrective action that the Company determines is appropriate, up to and including discharge, at our discretion. Whenever possible, all incidents should be reported in writing, listing the date and nature of the incident as well as any witnesses. If you are not comfortable raising the issue with the HR Department or if you are not satisfied with the manner in which the situation was handled, please contact a Company Officer. Our Company will not tolerate any unlawful discrimination or harassment and such conduct is prohibited.

If you have a concern regarding this policy, please do not assume that the Company is aware of it. It is your responsibility to bring your concerns to the Company's attention so that we can help address them. Employees shall not be subject to retaliation or reprisal for having raised a complaint in good faith under this policy; any employee who feels he or she has been subject to retaliation should report the matter as described above or may contact the President.

2.0 Affirmative Action Program

Statement of Policy

Conewago Holdings, Inc.'s policy relative to Equal Employment Opportunity reflects clearly the commitment of management to implement this policy through affirmative action.

It is the policy of Conewago Holdings, Inc. to recruit, hire, train, and promote for all job classifications without regard to race, color, national origin, religion, sex, non-job-related disability, veteran status or age.

Decisions on employment or a promotion will be made solely on the individual's qualifications as related to the job-related requirements of the position for which an individual is being considered. Employment decisions will continue to be made so as to further the principles of Equal Employment Opportunity.

The Company will ensure that all other personnel actions and programs will also be administered without regard to race, color, national origin, religion, sex, non-job-related disability, veteran status or age. Such programs and actions shall include, but not be limited to, compensation, benefits, transfers, layoffs, and returns from layoff, Company-sponsored training, education, social and recreational programs, and the use of Company facilities.

The Company undertakes, as a permanent corporate objective, to implement its Equal Employment Opportunity Policy through programs of affirmative action designed to prevent and correct potential problems and to encourage members of minority groups, females, individuals with disabilities, and protected veterans to pursue the Company's job opportunities of all kinds. In this regard, employment practices will be reviewed to determine whether members of various religious and ethnic groups, women, individuals with disabilities, and protected veterans are receiving fair consideration for job opportunities, especially with respect to opportunities on the executive and middle management levels, as well as include qualified female, minority, disabled, and protected veteran candidates in management training programs.

Finally, the Company has established a system of internal communication by which the policy of Equal Employment Opportunity without regard to race, color, national origin, religion, sex, non-job related disability, veteran status or age is disseminated among the Company's executive, management, supervisory, and all other employees, and a system of external communication by which the Company's Equal Employment Opportunity Policy is disseminated outside the Company's place of business.

The desired results, although significant, do not represent ultimate objectives, nor should they be considered as the point at which we may relax our efforts. This program contains provisions for continuous reporting, review and updating. New objectives will be added periodically. Similarly, it should be understood that the achievement of Equal Employment Opportunity is a responsibility that must be shared by the Company's officers, managers, and employees. Although certain individuals and organizations are assigned specific responsibilities, every member of the Company's staff is expected to support and participate in the program.

2.1 Pay Transparency Policy Statement

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 Company's legal duty to furnish information.

3.0 Immigration Law Compliance

Conewago is committed to employing only individuals who are authorized to work in the United States and who are committed to complying with Immigration Reform Control Act of 1986.

As a condition of employment, each new employee must properly complete, sign and date the first section of Immigration and Naturalization Service Form I-9 before starting work and must provide the required documents to establish identify and employment authorization within three business days of the date employment begins. Before commencing work, newly rehired employees must also complete the form if they have not previously filed an I-9 with us, if their previous I-9 is more than three years old, or if their previous I-9 is no longer valid. Existing employees may also be required to complete a Form I-9 from time to time as permitted by law in order to ensure that the file is current. The company also uses the federal website E-Verify to verify the employment eligibility of all new and rehired employees prior to working for the company.

4.0 Employment Reference Checks

To ensure that individuals who join Conewago are well qualified and have strong potential to be productive and successful, we reserve the right to check the employment references of all applicants and conduct necessary background checks.

All requests from outside sources for information about employees should be submitted in writing to the HR Department. No one at Conewago, except the officers and the members of the HR Department, is authorized to release any information about past or present employees to anyone outside the company. The HR Department will only release information regarding dates of employment and position title for current and former employees unless: a) required by law; b) written authorization is received; or c) compelling circumstances warrant additional disclosure.

In the event that an outside source requests financial data about an employee, the following policy must be followed: All requests should be in writing and addressed to the HR Department. The employee must give authorization of disclosure to the HR Department in advance.

The HR Department will not release any such information, except through legal process, without the above policy being followed.

5.0 The Merit Shop System

We are a merit shop. Fundamentally, a merit shop is a free enterprise at work protecting the freedom of choice of employers, employees and project owners. Businesses, consumers and taxpayers all benefit from the high-quality, lower-cost, on-time construction for which the merit shop strives. The merit shop stresses the rights of a business to manage and the employee to achieve in proportion to his/her own skills, desires and energy. Every employee should have the freedom to choose whether or not he/she wants to join a union and every manager should be able to bid work competitively and deal with any firm without regard to union affiliation or artificial work restrictions. Construction contracts should be awarded to the lowest responsible bidders and projects should be built under or on budget, on time, and as efficiently and productively as possible. Our philosophy involves the preservation of freedom, the right to choose and the promotion of a free enterprise ethic.

We feel that a union would be of no advantage to any of us. It is not necessary for you to pay initiation fees and union dues to receive fair treatment at Conewago. We accept our responsibility to provide the best working conditions, pay and benefits consistent with sound business judgment. Each of you is an individual and you have the right to speak for yourself, and direct communication, without a "Middleman", has proven to be the most effective way to address problems in a mutually satisfactory manner.

If anyone should ever come to you and ask you to sign a union authorization card, we are asking you now to refuse to sign it. Just as you have the right to join and belong to a union, you have an equal right not to join and belong to a union. If anyone attempts to coerce you into signing a card or if you are harassed by a union organizer at work, you may contact your supervisor for information on how you may address the situation.

6.0 Lines of Communication

We are always looking for new and improved ways to keep communication channels open on a two-way basis between our employees and the managers of our Company. We want you to feel free to tell us about your personal recommendations for improvements, as well as any problems you may be experiencing on the job.

The following Communications Network summarizes many of the ways you can share your ideas, problems and concerns with us.

6.1 You and Your Supervisor

If you have any questions about your job or job-related activities, your Supervisor usually should be the first person you talk to. If, however, you do not feel comfortable discussing a particular personal matter with your Supervisor, be assured that the other methods of communication outlined in this section are available to you.

6.2 Problem-Solving Procedure

During the performance of your duties, questions may arise or personal problems may occur that affect your work. The following procedure has been established for your use in resolving these matters.

1. Talk to your foreman or supervisor. He/she is most familiar with you and your job and is, therefore, in the best position to assist you. Since your supervisor works closely with you, he/she is interested in seeing that you are treated fairly and properly.
2. If your immediate supervisor cannot help you resolve the matter, you may speak to your project manager.
3. If the situation warrants further review, you may speak with the HR Manager or a Company Officer.

6.3 Our Company Newsletter

From time to time we publish a Newsletter to update you on Company activities as well as to advise you of upcoming events and to give you a chance to share with your fellow employees personal news such as births, marriages, and your special achievements or those of your family. Our editor is in charge of selecting items for this newsletter, so let him/her know about any news you would like to share. Obviously, we are not able to publish all items, but we welcome and appreciate your suggestions.

6.4 Our Company Bulletin Board

You will notice an official Company bulletin board outside of the Dispatch office. The purpose is to communicate Company announcements regarding operational and personnel matters, government notices and other information of concern to you. These boards are to be used only for communications from the Company. It is not to be used for purposes of proselytizing, soliciting funds, sales, or membership in any organization. Violation of this rule will result in disciplinary action. You are expected to review the information posted by the Company regularly and comply with all instructions posted there.

6.5 Benefits Counseling Sessions

We believe it is important to give you an opportunity to learn more about the various benefits you receive from our Company in order to help you plan for your future financial security and overall well being. On occasion, we will arrange for representatives from our various insurance carriers and financial planners to be available to meet with you to discuss some of our Company benefits, answer your questions and obtain your comments. However, individual questions and concerns can be addressed in house by our staff as the need arises.

6.6 Daily Telephone Access

Because of last minute scheduling changes, it is important that we be able to contact our employees at home. Each employee is required to be able to be reached by telephone or by text. Conewago utilizes a Dispatch Text System where the employee is sent a text message with the following information: Job name and number, address, departure time, foreman's name and phone number. For those employees who do not have a cell phone and utilize a land line, answering machines are a very affordable means of staying in contact; as such, we expect that all employees have an answering machine or an equally reliable method (e.g. cell phone with activated voice mail) of receiving messages. Repeated incidents of inaccessible telephone contact due to lack of an answering machine may result in corrective action. If there is a question regarding your work assignment, it is your responsibility to call in and verify your job assignment by 5:30 P.M. the preceding evening.

7.0 About Your Job

7.1 "At Will" Employment

Your employment at Conewago is an "at will" relationship. "At Will" means that your employment is of no specific length. You may discontinue your employment at any time for any reason and Conewago retains the same right to do so.

Although you have a right to discontinue your employment, at any time, we are hopeful that the competitive wages and benefits, fair policies and the pleasant work environment at Conewago will encourage you to remain a long-term employee. What we ask in return is your willingness, ability, effort and commitment to be the best possible employee to make Conewago

the finest institution of its kind. If concerns arise, as they sometimes do, please take advantage of our "open door" policy to air and resolve your concerns.

Also, you should understand that this Handbook is not a contract of any sort, nor should any other written or verbal statement by a Company representative be interpreted as creating an employment contract. The Company has the right to alter, amend or revise any of the policies or provisions in the Handbook at any time without notice.

7.2 Employee Categories

A. Orientation Period:

The first 90 days of continuous service or any agreed upon extension are referred to as the orientation period. During this orientation period you will have an opportunity to speak with your supervisor regarding your work performance, attendance, attitude and various other factors relating to your employment. Upon successful completion of your orientation period, a Performance Evaluation of your Orientation Period will be conducted by your supervisor (See Section 10.2 Performance Evaluation). After which time, you will acquire regular employee status and be eligible for most benefits offered by the Company.

B. Regular Full-Time Employees:

Those employees who are regularly scheduled to work forty (40) or more hours per week continuously throughout the year and have successfully completed their orientation period. They are eligible for the benefits provided in this Handbook.

C. Part-Time Employees:

Those employees who are regularly employed less than forty (40) hours per week, or those employed for a specific limited period of time, such as summer, after school, seasonal or temporary are considered part-time employees. As such, they are not eligible for most employee benefits; however, employees who are regularly employed for thirty (30) or more hours of service per week are eligible for health coverage (see Section 8.1).

D. Salaried Exempt Employees:

Those employees who the Company has classified as exempt from federal and state overtime requirements. These employees are paid a fixed salary for all hours worked within the course of the work week. The salary is subject to deduction only as provided in this Handbook.

E. Hourly Non-Exempt Employees:

Those employees who are paid on an hourly basis and who are classified by the Company as "non-exempt" or entitled to overtime compensation under federal and state laws. These employees will be paid overtime at a rate of time and one-half for all hours worked in excess of 40 in a week.

F. Variable Hour Employees:

Those employees whose schedule may fluctuate above or below thirty (30) hours of service per week based on business needs, weather and other factors or whose employment is expected to last no more than six (6) months per year. Such employees may be required to complete an initial measurement period of up to twelve (12) months to determine their status as "full-time" for benefit eligibility purposes.

7.3 Your Orientation Period

All employees serve an orientation period at the beginning of their employment and after a significant change in job duties. This is a particularly important time for you and our Company since it allows you the opportunity to evaluate whether our Company fits your career goals. It also provides the Company with a period during which it can assess whether your employment appears to satisfy our present needs.

In most cases, this orientation period will last for three months from your date of hire or date of career change, but it is subject to extension at the discretion of our Company. Your employment might end at your option or ours before the end of the orientation period. Near the end of this period, your supervisor will discuss your performance with you. A decision will be made, at our Company's discretion, about granting you regular employee status, extending your orientation period or terminating the employment relationship. Existing employees undergoing a ninety-day orientation period due to a change in job duties will be entitled to any benefits, which they were eligible for prior to the orientation period. Your successful completion of this period does not result in any change in the employment at-will relationship previously described in this Handbook. If an employee is rehired within 60 days of terminating his/her original employment, the orientation period will be waived and benefits will be reinstated upon employee's re-employment.

7.4 Working Hours & Payroll Practices

Work Day / Work Week. Hours of work are determined by the Company to meet the needs of our business. A workday is a period of twenty-four (24) hours beginning at 12:01 a.m. and ending 12:00 midnight. Normally your workday consists of eight (8) consecutive hours, excluding a 30-minute, unpaid lunch period as scheduled by your supervisor. The workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight the following Saturday. Our payroll week coincides with the workweek.

Full-time employees are expected to work forty (40) or more hours per week and be available to work overtime when necessary to keep the project on schedule.

Start and stop times are assigned to each job and may vary during the duration of a project. The start and stop times are posted on the daily schedule.

Employees are expected to be at their job location, dressed in appropriate attire and ready to work at the time their regular workday is scheduled to begin and end.

Payroll Processing. Employees are typically paid weekly via direct deposit to the financial institution of their choosing as indicated on their written authorization form. Employee pay stubs are distributed electronically to a secure website as designated by the company. If an employee does not have access to the internet, he or she may view and/or print his or her pay stub on a computer provided by Human Resources. Please see Human Resources if you have any difficulty accessing your pay stub.

Meal & Break Periods. A half-hour lunch break is to be observed by all employees. On occasions such as concrete pours, bid openings, etc., the foreman/supervisor may direct the work to be carried on without a scheduled lunch break. The Company does not permit working through a lunch break without specific authorization, and if it is necessary that you work through all or part of your lunch break, be sure that your timecard reflects this. Breaks are necessary to remain focused and employees are expected to cease doing any work while on break; similarly, employees should not remain at their desk or immediate work area during meal breaks unless he/she may do so without work interruptions. If you desire to leave the job site or premises during working hours, you must notify and receive permission from your supervisor in advance of your departure. When workload permits, employees are also afforded a ten-minute paid break period each morning.

Pay Corrections. The Company's pay practices, procedures and records are the basis for establishing the number of hours worked by each employee and govern all questions pertaining to hours worked, overtime and all other pay issues. Nothing in this Handbook is a guarantee by the Company of hours of work per day, per week, per year or any specific work schedule. If you do not believe that your pay has been calculated properly (overpayment or underpayment) or if you have not been paid for all hours worked, please report the matter in writing immediately to the Human Resources. The matter will be promptly investigated, and any necessary adjustments will be made through future paychecks.

Salary Deductions. Salaried employees who are classified as exempt from overtime provisions will generally receive their full predetermined salaries for all hours worked in each work week in which they perform any work. The Company will not make any deductions from the predetermined salary, due to variations in the quality or quantity of work performed, except in the following circumstances:

(1) The employee will not be paid his or her salary for any workweek in which he or she performs no work.

(2) Deductions from salary may be made when an exempt employee is absent from work for one or more full days for personal reasons, other than sickness or disability.

(3) Deductions from salary may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents), if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for loss of salary occasioned by such sickness or disability as permitted by law;

(4) Deductions from salary will be made for unpaid disciplinary suspensions or one or more full days imposed in good faith for infractions of workplace conduct rules, as set forth in this Handbook, which are applicable to all employees (e.g. policies prohibiting discriminatory harassment or prohibiting workplace violence);

(5) Deductions from salary will be made for unpaid suspensions imposed in good faith for infractions of the safety rules of major significance, such as those relating to the prevention of serious danger in the workplace or to other employees.

(6) In the initial or terminal week of employment, the Company will pay a proportionate part of the employee's full salary for the time actually worked; and

(7) FMLA leave, including intermittent leave is generally unpaid, unless accrued paid leave or benefits are otherwise available to the employee.

The Company prohibits and will not allow improper deductions from the pay of its salaried exempt employees. If a salaried exempt employee in good faith believes that his or her compensation has been improperly reduced, the employee should report the improper pay deduction in writing to Human Resources in accordance with the Pay Correction Process outlined above. If it is determined that the deduction was in error, the employee will be fully reimbursed. Should you have any questions regarding this policy, please contact Human Resources.

7.5 Daily Attendance Records

According to federal and state law, we must keep a permanent record of all time that non-exempt employees work. Most employees will be required to use an electronic timecard system for purposes of recording their work time. Your timecard is your "bill" to us for the work you have done. To be paid, you must submit a completed timecard reporting your hours at the end of each workday signed by your foreman or supervisor. Certain salaried exempt employees may also be required to keep time records to ensure proper cost allocation on our projects; however, salaried employees will not be subject to deductions from compensation due to time recorded, except as discussed above under "Salary Deductions." All employees are responsible for ensuring that the time shown on their card is correct. If you are not sure how to complete your timecard, ask for assistance. You must also advise your supervisor when you leave for lunch or personal reasons, and when you return, so that the times can be noted on the Company's records.

If you fill out or change another employee's timecard, you may be terminated immediately. Your supervisor must authorize any irregularities on your timecard. Only authorized personnel (example: foremen) are allowed to change timecards and any changes made will be brought to the employee's attention.

7.6 Overtime Work

At times it may be mandatory for you to work overtime. We will give you advance notice of 24 hours when possible. When advance notice is not possible, we ask that you accommodate us as best you can. If overtime conflicts seriously with your personal plans, please discuss the situation with your job foreman or supervisor.

Hourly non-exempt employees will be paid time and one-half for overtime hours. For weeks in which an employee earns two or more different hourly rates during the work week, overtime pay shall be paid as either (i) time and one-half the rate(s) in effect during the overtime hours; or (ii) an overtime premium based on the weighted average hourly rate. Employees will be notified in advance as to which method of calculation will apply. Holidays, vacation and other non-working hours will not be counted when computing your weekly hours toward overtime.

7.7 Evening Shift

From time to time, the Company may require shift work other than our normal schedules. If you are required by the Company to work the evening shift, which begins on or after 3:00 p.m., you will be given 48 hours notice for regularly scheduled work and immediate notification in the event of an emergency.

7.8 Prevailing Wage

You may be paid more than your regular shop rate when you work on certain governmental jobs, in accordance with applicable law. This is an additional benefit of working for our Company and should be considered temporary since your job assignment can be changed at any time or the government job may be completed.

Government wage rate regulations may be met by our Company paying part of the government rate to you in cash (your paycheck) and paying you the balance in certain fringe benefits. The combination of what you receive in your paycheck, along with the value of the fringe benefits, will equal the total government wage and benefit rate.

It is critically important that you accurately report the number of hours and the nature of work performed when working on a government job. If you have a question or would like a more detailed explanation concerning your pay on governmental jobs, please speak to your Project Manager or our Payroll Department.

7.9 Employment of Relatives

Members of an employee's family will be considered for employment on the basis of job-related qualifications. Family members may not be hired, however, if it would:

- (a) Have the potential for creating an adverse impact on the work performance of either the current or the potential employee or other employees; or
- (b) Create either an actual conflict of interest or the appearance of favoritism or conflict of interest.

Family members includes an employee's parent, spouse, child, sister or brother, grandchild, grandparent, parent-in-law, brother-in-law or sister-in-law, son-in-law or daughter-in-law, stepchild or someone with whom the employee has an intimate personal relationship.

An employee who marries or establishes an intimate personal relationship with another employee may continue employment as long as it does not result in a supervisory relationship, potential for favoritism, adverse work performance or an actual or apparent conflict of interest.

If one of these problems or potential problems occurs with any relative, attempts will be made to find a suitable position with Conewago to which one of the employees will transfer. If accommodations of this sort are not feasible, the employees will be permitted to determine which one of them will resign.

7.10 Medical Examinations

Our Company reserves the right for the health, safety, productivity and security of person, property and facilities, at our discretion, to require applicants for employment and employees to submit to medical or physical examinations by a physician designated by or approved by the Company at the Company's expense as permitted by law. An applicant shall only be required to submit to a medical examination after he or she has received a conditional offer of employment. Current employees shall only be subject to medical examinations or inquiries which are job-related and consistent with business necessity or otherwise required by law. Such examinations can include, but are not necessarily limited to blood, urine, breath or other tests for evidence of the presence of alcohol, drugs and perception altering or other substances in the body, as well as for evidence of infectious and other diseases.

Any information obtained through such examinations may be retained by the Company and is exclusively the Company's property. Such information shall be retained in a confidential file and shall be disclosed only to those individuals(s) with a legitimate need to know. We assume no responsibility for advising you of the results of an examination. You are required to submit to and cooperate with such examinations and to authorize the disclosure of such examination results to the Company for its use for any purpose, as a condition for your continued employment.

7.11 Security Checks

The Company reserves the right, at our discretion, to question, inspect and search any employee or other person before they enter or leave any facility in order to ensure that contraband, drugs, weapons and other unauthorized or illegal substances or materials, or substances or materials to be used for illegal purposes do not enter our job sites, Company

premises and other facilities, and to further ensure that tools, files, reports, equipment, products, materials, substances and other property of the Company are not being removed from our job sites, premises and other facilities without our authorization.

This policy also applies to any employee while on Company business, whether or not on our premises or job site, along with any packages or other items that the employee may be carrying. All vehicles, lockers, containers, briefcases, handbags, parcels and personal belongings of employees thus are subject to inspection and search by the Company or its designated outside investigators at any time.

These procedures are necessary for the safety, health and security of everyone at the Company and the protection of our property and facilities. Submission to and compliance with these rules is a condition of your continued employment.

7.12 Lockers

You may be provided a locker and a lock, on a space-available basis. Both lockers and locks are, and remain at all times, the property of the Company. For security reasons, lockers and locks may be inspected by the Company periodically without notice, as a condition of your employment. Locks other than those issued by the Company will be removed. We also retain the right to remove from any locker all contraband, chemical substances, weapons or other materials or objects that could endanger safety, health, property or security, in the Company's judgment.

The lockers and locker rooms are furnished for your convenience. They may be used only during break periods and before and after work to change clothes. The Company cannot be responsible for theft or damage to property placed in lockers, and we discourage the storing of money, jewelry or other valuables in lockers.

If you resign or otherwise terminate employment, any items remaining in the locker after your final paycheck is issued will be removed and disposed of by the Company.

7.13 Employment Referrals

Our Company recognizes present employees as a potential referral source for new employees. We encourage you to refer to us persons whom you believe may be qualified and well-suited for open positions. A Conewago employee who refers a candidate and their referred candidate is hired and remains an active Full-Time employee for six (6) months, the referring employee will receive a reward of \$500. The referral bonus may change at the discretion of the company at any given time based upon company needs.

7.14 Lost and Found

If you find an article of value, you should inform your supervisor. Notices of items found will be placed in the job trailer. Likewise, when items are lost, the supervisor should be notified for similar posting.

If you wish to claim a lost article at the job site, you must describe it to the satisfaction of the supervisor before it will be returned to you. Our Company is not responsible or liable for personal tools or other personal property lost.

7.15 Fire Procedure

In case of fire, you should sound the alarm. Then immediately advise your supervisor as to the location of the fire. Thereafter, follow the directions of your supervisor, the public broadcast or security personnel for evacuation of the premises when necessary. Job-site specific fire evacuation routes will be developed as deemed necessary.

The first consideration is the safe evacuation of visitors and employees. After everyone is evacuated, trained responders may devote their attention to other aspects of the approved emergency response plan.

7.16 Transportation/Travel Time

Transportation arrangements and pay for time worked on the project will vary depending on a project's proximity to the Company's office. Projects are divided into five (5) zones based on their geographic proximity to the office – Zone 1 is the closest and Zone 5 is the furthest. A map of the approximate areas of the zones will be posted in the Dispatch office. Assignment of a particular project zone to a particular project will be at the discretion of management and may take into account available travel routes and project cost considerations. The assigned project zone will be announced in advance of work on the project.

Zone 1: The Company does not provide transportation for employees to travel to projects located in Zone 1 (except for employees who are provided with a Company vehicle). Employees are generally not paid for any travel time to/from any project in Zone 1. Employees who are permitted to drive Company-provided non-commercial motor vehicles will not be paid for travel time to or from Zone 1 job sites unless they: a) perform compensable work before or during the travel at the beginning of the shift; b) perform compensable work during or after travel at the end of the shift; c) are required to transport special tools, the vehicle or personnel to or from the job site; or d) are required to report to the office before traveling to the job site at the beginning of the shift or before proceeding home at the end of the shift (e.g. dropping off time cards, picking up materials, refueling etc.). If any of the above conditions are present, the driver will be paid the travel time rate (i.e. currently \$12.00/hour) for time spent traveling to and/or from the jobsite, depending on which condition(s) apply.

Zones 2-5: The Company recognizes that it takes time to travel to/from job sites that are not nearby. In recognition of the additional travel time associated with projects in Zones 2-5, each hourly employee's wage rate (including drivers of Company-provided non-commercial

vehicles) will be increased for hours worked on non-prevailing wage projects on a zone-by-zone basis by the amounts shown below; non-drivers are not paid for travel time to or from such projects except as noted below. Drivers of Company-provided non-commercial motor vehicles will be paid for travel time to and from job sites within Zones 2-5 at the travel time rate (i.e. currently \$12.00/hour). Travel time is established by management prior to jobs beginning and will be based on average time it takes to arrive at the site. Employees that drive a Company vehicle one way are only paid travel time one way.

Zone-Based Hourly Wage Supplement “Zone Pay” for Hours Worked on Project*

<u>Zone 1:</u>	N/A
<u>Zone 2:</u>	\$1.00/hour
<u>Zone 3:</u>	\$1.50/hour
<u>Zone 4:</u>	\$2.00/hour
<u>Zone 5:</u>	\$2.00/hour

Note: Hourly Zone Pay does not apply on projects where the employee will be paid a rate above his/her normal shop rate (i.e. on Prevailing Wage Projects) unless the Prevailing Wage Rate is less than the employee’s normal shop rate plus the Zone Pay. In such case, the employee will be paid his/her normal shop rate plus the Zone Pay.

Zone 5: Due to the distance of these projects, field employees generally choose to spend the night in a nearby hotel when working on projects in Zone 5. Employees shall travel to and from Zone 5 projects during typical non-working hours. The Company will reimburse employees for approved hotel costs. A \$35/day food allowance will be paid to employees for each day the employee works a full shift at a Zone 5 project and proceeds to stay in the approved hotel that night. A Weekly Wage Supplement for Zone 5 projects will be paid as a Lump Sum amount, which is based on average travel time required. This additional Weekly Wage Supplement will be paid as follows:

Zone 5 – Weekly Wage Supplement:

<u>Zone 5 (2-3 hours travel):</u>	\$100.00/weekly
<u>Zone 5 (over 3 hours to 4 hours travel):</u>	\$125.00/weekly
<u>Zone 5 (over 4 hours to 5 hours travel):</u>	\$150.00/weekly
<u>Zone 5 (over 5 hours to 6 hours travel):</u>	\$175.00/weekly

Note: If unusual business circumstances require multiple trips per week then the additional trips to and from job sites within Zone 5 will be paid at travel time rate (i.e. currently \$12.00/hour). Salary Superintendents who work on projects in Zone’s 4 and 5 will be paid an additional \$25/day travel pay each day they work at a job located in Zone’s 4 and 5.

General Rules: It is each employee's responsibility to get to his or her assigned job site on time. For certain projects, employees have the option of riding in Company-provided transportation from the office to the job site. When an employee shows up at the shop late or needs to leave a jobsite early for any reason, it is the employee's responsibility to provide his/her own transportation to get to and from the job site. The privilege of using Company vehicles will be denied to employees who mistreat or abuse the vehicle, or to employees who operate vehicles contrary to the Company's drug and alcohol policy.

Unless otherwise noted, all compensable travel time described above is paid at a travel time rate of \$12.00/hour. This rate may be adjusted by management from time to time.

Drivers of the Company's commercial motor vehicles will be paid their normal shop rate for travel time to and from any job site, regardless of Zone location, including one-half hour for pre-trip/post-trip inspections. For purposes of this policy, a "commercial vehicle" shall be defined to include 1) vehicles with air brakes; 2) vehicles exceeding 26,000 gross vehicle weight; and 3) vehicles exceeding 10,000 gross vehicle weight when driving across state lines.

Time spent by any employee in travel between two job sites during the course of a workday will be paid at his or her shop rate.

Only drivers are permitted to load, unload or refuel vehicles at the office; passengers may not assist in this. Similarly, passengers are not to engage in any work while in transit or at any time prior to arriving at a job site in the morning or after leaving the job site in the afternoon.

This policy shall only apply to employees who are normally assigned to field projects at the project site and shall not apply to other employee groups (e.g. office employees, garage employees).

7.17 Use of Personal Motor Vehicles for Business Use

Prior approval of the use of privately owned vehicles for Company business is required. Employees shall be responsible for any fines incurred as a result of traffic or parking violations. The Company assumes no liability for damage to your vehicle or related cost arising from work-related travel. An employee who uses his or her own motor vehicle for Conewago business will be reimbursed for mileage when, and only when, it is authorized by the Company at a rate set by Management. This rate is subject to review on an annual basis. Do not use your motor vehicle for Conewago business unless you have been authorized to do so. Those employees who regularly use their personal vehicles for company business, must provide proof of insurance coverage yearly to Conewago's Corporate Insurance Clerk.

7.18 Use of Company-Owned Vehicles

Vehicles are provided for business use only. Company-owned vehicles are not to be used for personal use without the express authorization of a Company Officer. All vehicles are to be operated in a safe and responsible manner. The negligent use of or damage to any vehicle may be considered grounds for termination of employment. Any costs incurred due to motor vehicle violations (example: speeding and parking tickets) shall be the responsibility of the operator and may be recovered by the Company through payroll deduction if necessary. The use or transporting of any alcoholic beverages or controlled substances in any vehicle is prohibited.

Vehicles may be temporarily assigned, at the discretion of the Company Officers, to an individual or a job site for the convenience of the Company. Temporary assignment of vehicles will be done under the following circumstances:

- (a) When the assignment of a vehicle is required to provide additional transportation of company employees and/or material to a specific project.

- (b) When an employee is required to travel extensively in the performance of his or her assigned duties.
- (c) When the personnel are required to perform off-duty/on-call repairs to utility systems or Company equipment.

All assigned vehicles, with the exception of special purpose vehicles, are to be made available for general use for all Company functions when not performing their assigned tasks.

The use of any Company-owned vehicle to travel from home to work, or from work to home, is prohibited, unless specifically authorized by a Company officer. The use of vehicles for travel to and from an employee's home may be authorized for the following reasons:

- (a) The employee is on call to make emergency repairs to utilities or equipment.
- (b) The employee is responsible for the security of expensive tools and equipment that are carried in a specific vehicle, and the employee's home location is more secure than the Company's facilities.
- (c) The employee is asked to be contacted while commuting, or the employee is required to travel frequently after duty hours on Company business.

The above use of Company vehicles is not considered "Personal Use". Employees who are authorized users of vehicles to and from their residences must observe the following rules:

- (a) Vehicles are to be operated in a safe and legal manner.
- (b) Vehicles are not allowed to stop enroute for any personal business.
- (c) No vehicle may be used to stop at any establishment serving any alcoholic beverages.
- (d) No passengers other than Company employees are permitted in Company vehicles.

Vehicles are to be kept clean and presentable. In an attempt to keep all company owned vehicles and equipment ready for use for the next employee, the following steps will be implemented immediately.

- Fuel up vehicles after every use if the employee will not be assigned the vehicle the next day or if the vehicle will require fuel for the next day
- Report All vehicle problems to the garage immediately
- Leave no personal protective equipment behind i.e. hardhat, harness, lanyard, gloves
- Be sure all trash is removed from vehicle after every use such as coffee cups, wrappers, sandwich bags and food.

Violators of this policy may be subject to disciplinary action or loss of driving status. Remember, the next person driving or operating equipment could be you. Be sure that you prepare the vehicle for the next person.

Employees may be held responsible for paying any damages or fines incurred as a result of their operation of a Company Vehicle (e.g. repair cost, speeding, parking ticket, etc.), depending on severity and circumstances of loss.

7.19 Treatment of Company Property

Conewago Holdings, Inc. has established a policy to deal with misuse and/or abuse of tools, equipment and all company property. Each infraction is considered a serious matter.

Conewago reserves the right to suspend or dismiss any employee immediately, if any of the following situations occur.

- A) Blatant misuse and/or abuse of any company property
- B) Habitual offenders
- C) Whenever such actions jeopardize the safety of any employee

All infractions will be cause for a written warning and will be documented in the employee's personnel file. Should three violations occur within ninety days, the employee will automatically be suspended for three days without pay. A fourth violation occurring within ninety days from the first three is cause for dismissal.

For each violation received during the calendar year, \$250.00 will be deducted from any year-end bonus which you may receive. Anyone receiving four citations in one year will not receive a bonus for that year.

7.20 Tools

As a multi-skilled construction worker, you must provide all the basic tools that you need to do your job. This would include a hammer, nail bag, utility knife, rubber boots, pliers (lineman and dikes), adjustable wrench, vice grips, screwdrivers, tape measure, small square, and/or various other tools. The Company will not maintain, repair, replace or reimburse you for damaged, lost or stolen tools. All tools, whether your own or property of the Company, are your responsibility while you are using them.

7.21 Equipment Breakdown

Any equipment or machinery that is not operating properly or is due for a maintenance check-up should be taken out of use and reported immediately to your supervisor and marked on the back of your time card.

7.22 Severe Weather Policy

On infrequent occasions, Conewago may decide on a given day not to open, open late or close early due to severe weather to protect your safety. In this event, Conewago will make every effort to notify you as soon as possible. Unless you are notified, however, you should assume that you are to work as scheduled and to report to work at your usual time and place. If you are unsure as to whether your individual job will be running on a severe weather day, call the Dispatch office or your Manager. If Dispatch does not know at that time, you are expected to get to the job site and find out at that point whether or not the job has been called off for the day. If local conditions make it impossible for you to report to work on time, notify your immediate supervisor and dispatch as soon as possible.

7.23 Work Reductions

Although our Company strives to maintain work for all of our employees, there may be situations where we determine that it is necessary to reduce our work force. Before making our final decision as to which employees are affected, the Company will give consideration to comparable ability, training, work performance, length of service (seniority), attendance, disciplinary history and other factors and qualifications we deem relevant, at our discretion.

7.24 Continuous Service

Your continuous service with Conewago is important to establish your eligibility for Conewago benefits and other privileges of employment. Your continuous service date will be the length of time you have been continuously employed by Conewago. If you terminate your employment for any reason, this will break your service. If you are rehired after a break in service, your length of continuous service will start from the date of your rehire. This new date will determine your eligibility for benefits.

Continuous service shall be broken by an employee's:

- (a) voluntary quit
- (b) dismissal
- (c) retirement
- (d) failure to return to work immediately following the end of a leave of absence unless an extension has been granted by Conewago in writing
- (e) acceptance of other employment while on a leave of absence
- (f) absence of three (3) or more consecutive days of work without authorization from Conewago
- (g) absence in excess of six (6) months unless on a leave of absence guaranteed by law
- (h) death

7.25 Personnel Records

Conewago is required to maintain certain up-to-date information on file concerning you. It is your responsibility to notify us of any changes in your name, address, marital status, telephone number, dependent names and ages, life insurance beneficiary, motor vehicle record, and the name of the person or persons to be notified in case of an emergency.

7.26 Reasonable Accommodations

Consistent with its obligations under the Americans with Disabilities Act ("ADA"), Pennsylvania Human Relations Act ("PHRA"), and the Company's Affirmative Action Plan, Conewago is required to provide reasonable accommodations to the known physical or mental limitations of qualified individuals with a disability unless the accommodation would impose an undue hardship upon the operation of our business. In addition to its obligation to provide reasonable accommodations to current employees, Conewago recognizes its obligation to provide reasonable accommodations with respect to the application process if an individual is otherwise qualified to apply.

An individual is considered "qualified" if he or she satisfies all the skill, experience, education, and other job-related selection criteria and is able to perform the essential functions of the job with or without a reasonable accommodation.

Conewago wants employees with disabilities to attain the same level of performance and be able to enjoy the same level of benefits and privileges of employment as are available to other employees without disabilities. To that end, Conewago will provide accommodations that allow applicants to apply for jobs and that allow employees to perform the essential functions of their position and enjoy equal benefits and privileges of employment as are enjoyed by employees without disabilities. Note that as long as the applicant or employee is able to accomplish the above goals, the accommodation need not be the "best" accommodation nor the accommodation that is the first choice of the employee.

Conewago is not obligated to provide a reasonable accommodation if the accommodation would be unduly costly, extensive, substantial, disruptive, dangerous to other employees, or that would fundamentally alter the nature of our business. Decisions as to whether a reasonable accommodation is appropriate will be made on a case-by-case basis.

Examples of reasonable accommodations include, but are not limited to, modifications to equipment, acquisition of new equipment, the provision of adaptive computer software, magnifiers, Braille or large print materials, TTY machines, job restructuring that does not impact the essential functions of the job, modified schedules, and reassignment to a vacant position.

Conewago has put in place procedures for employees and Conewago to follow in the event a reasonable accommodation is requested. The Human Resources Manager is the Conewago official responsible for implementation of the reasonable accommodation procedures. These procedures are as follows:

- 1) If an employee wishes to be considered for a reasonable accommodation, the employee must alert the Human Resources Manager to his or her disability and the disability-related limitations/barriers that need to be accommodated. If an employee has a desired reasonable accommodation in mind, he or she should make that known to the Human Resources Manager. While a written request is preferred, requests for reasonable accommodations may be written or oral.

- 2) Upon receipt of a request for a reasonable accommodation, the Human Resource Manager will provide the requestor written confirmation of the receipt via e-mail or letter.
- 3) If the need for an accommodation is not obvious or the Company requires more information, Conewago will provide the employee with forms and documentation to be completed by the employee's treating healthcare provider.
- 4) Requests for reasonable accommodations will be processed as expeditiously as possible. If supporting documentation is not required, reasonable accommodation decisions will generally be made within ten (10) to fourteen (14) business days. In the event additional medical documentation is requested and provided by the employee in an expeditious manner, reasonable accommodation decisions will generally be made within thirty (30) calendar days.
- 5) The Human Resources Manager will consult with senior management, first-line supervisors, and the requesting employee in determining whether Conewago is able to provide a reasonable accommodation for an employee's disability without presenting an undue hardship to the Company.
- 6) If a reasonable accommodation request is denied, the employee who requested the accommodation will be informed in a writing that includes the reason for the denial.
- 7) All documentation related to requests for reasonable accommodations will be considered confidential and kept in a medical file separate from the employee's personnel file.

If Conewago observes that an employee with a known disability is having difficulty with his or her job and it is reasonable for Conewago to conclude that the performance problem may be related to the individual's disability, a manager or representative from Human Resources will confidentially speak to the employee to inquire whether the problem is disability related and if the employee is in need of a reasonable accommodation.

8.0 Employee Benefits

In addition to your regular wages you receive for working at Conewago, we offer numerous benefits, services and conveniences to help provide protection and assistance for you and your covered dependents.

8.1 Health Insurance

Any employee who is regularly employed for 40 or more hours of service each week will become eligible for our company's health insurance, life insurance, short term disability, accidental death and dismemberment, vision and dental programs upon completion of the 90-day orientation period. Any part-time employee who is regularly employed for more than 30 hours of service each week, but less than 40 hours per week will become eligible for our company's

health insurance, dental and vision program's upon completion of their 90-day orientation period. Eligibility for variable hour employees will be determined after a one-year initial measurement period. Conewago and its employees share the cost of premiums for this coverage in amounts that are determined by the Company annually after review of premium costs. Coverage for an employee's spouse and children (up to age 26) is also available at an additional cost to the employee. Spouses who are eligible for coverage through their own employer are not eligible for coverage under Conewago Holdings, Inc. Health Plan. Employees are required to notify Human Resources immediately if their spouse becomes eligible for coverage through their employer. The Company also offers a wellness program and employees who participate may qualify for a discount on their contribution toward health coverage. Information regarding the wellness program is distributed periodically and may be obtained at any time from Human Resources.

If you choose not to enroll in health coverage upon successful completion of your orientation period, you will not have the opportunity to enroll again until the next "open enrollment" date unless you qualify for special enrollment (e.g. you lose other coverage). You may contact the Human Resources Department for future open enrollment dates and to discuss special enrollment rights. Employees who lose coverage under the Conewago plan due to termination, reduction in hours, extended leave, etc. may be eligible to continue coverage at their own expense under COBRA (see below)

8.2 Continuation and Conversion of Health Insurance Benefits (COBRA)

A Federal law (Public Law 99-272, Title X, commonly known as COBRA) requires that Conewago Holdings, Inc. sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end ("Qualifying Events"). This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law. Both you and your spouse should take the time to read this notice carefully.

WHO IS COVERED

Employees. If you are an employee of Conewago Holdings, Inc. covered by our group health plan, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

Spouses of Employees. If you are the spouse of an employee covered by our group health plan, you are a "Qualified Beneficiary" and have the right to choose continuation coverage for yourself if you lose group health coverage under our group health plan for any of the following five reasons:

1. the death of your spouse;

2. termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment (including certain extended leaves of absence);
3. divorce or legal separation from your spouse;
4. your spouse becoming entitled to Medicare; or
5. the commencement of certain bankruptcy proceedings if your spouse is retired.

Dependent children. A dependent child of an employee covered by our group health plan also is a "Qualified Beneficiary" and has the right to continuation coverage if group health coverage under our plan is lost for any of the following reasons:

1. the death of a parent;
2. the termination of a parent's employment (for reason other than gross misconduct) or reduction in a parent's hours of employment with Conewago Holdings, Inc.;
3. parents' divorce or legal separation;
4. a parent becoming entitled to Medicare;
5. the dependent ceasing to be a "dependent child" under our group health plan; or
6. a proceeding in bankruptcy reorganization case; if the parent is retired.

A child born to, or placed for adoption with, the covered employee during a period of continuation coverage is also a Qualified Beneficiary.

Separate elections. If there is a choice among types of coverage under the plan, each individual who is eligible for continuation of coverage is entitled to make a separate election among the types of coverage. Thus, a spouse or dependent child is entitled to elect continuation of coverage even if the covered employee does not make that election. Similarly, a spouse or dependent child may elect a different coverage from the coverage that the employee elects.

YOUR DUTIES UNDER THE LAW

Under the law, the employee or a family member has the responsibility to inform the Plan Administrator of a divorce, legal separation, or a child losing dependent status under our group health plan, within 60 days of the date of the event. In addition, the employee or a family member must inform the Plan Administrator of a determination by the Social Security Administration that the employee or covered family member was disabled during the 60-day period after the employee's termination of employment or reduction in hours, within 60 days of such determination and before the end of the original 18-month continuation coverage period. (See "Special rules for disability," below.) If, during continued coverage, the Social Security Administration determines that the employee or family member is no longer disabled, the

individual must inform the Plan Administrator of this redetermination within 30 days of the date it is made.

CONEWAGO HOLDINGS, INC.'S DUTIES UNDER THE LAW

Conewago Holdings, Inc. has the responsibility to notify the Plan Administrator of the employee's death, termination of employment or reduction in hours, or Medicare eligibility. Notice must be given to the Plan Administrator within 60 days of the happening of the event. When the Plan Administrator is notified that one of these events has happened, the Plan Administrator will in turn notify you that you have the right to choose continuation of coverage. Under the law, you have at least 60 days from the date you would lose coverage because of one of the events described above to inform the Plan Administrator that you want continuation coverage.

CHOOSING CONTINUATION COVERAGE

If you do not choose continuation of coverage within the time period described above, your group health insurance coverage will end.

If you choose continuation coverage, Conewago Holdings, Inc. is required to give you coverage that, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. This means that if the coverage for similarly situated employees or family members is modified, your coverage will be modified. ("Similarly situated" refers to current employees or their dependents who have not had a qualifying event.

HOW LONG WILL COVERAGE LAST?

The law requires that you be afforded the opportunity to maintain continuation coverage for 36 months, unless you lost group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. Additional qualifying events (such as death, divorce, legal separation, or Medicare entitlement) may occur while the continuation coverage is in effect. Such events may extend an 18-month continuation period to 36 months, but in no event will coverage extend beyond 36 months from the date of the event that originally made the employee or a qualified beneficiary eligible to elect coverage. You should notify the Plan Administrator if a second qualifying event occurs during your continuation coverage period.

Special rules for disability. If the employee or covered family member is disabled at any time during the first 60 days of continuation coverage, the continuation coverage period is 29 months for all family members, even those who are not disabled. The disability that extends the continuation coverage period must be determined by the Social Security Administration. The employee or family member must inform the Plan Administrator within 60 days of the date of disability determination and before the end of the original 18-month continuation coverage period. If, during continued coverage, the Social Security Administration determines that the employee or family member is no longer disabled, the individual must inform the Plan Administrator of this redetermination within 30 days of the date it is made. If an employee or family member is disabled and another qualifying event (other than bankruptcy of Conewago

Holdings, Inc.) occurs within the 29-month continuation period, then the continuation coverage period is 36 months after the termination of employment or reduction in hours.

Special rule for Retirees. In the case of a Retiree or an individual who was a covered surviving spouse of a Retiree on the day before the filing of a Title 11 bankruptcy proceeding by Conewago Holdings, Inc., coverage may continue until death and, in the case of the spouse or dependent child of a Retiree, 36 months after the date of death of a Retiree.

Continuation coverage may be cut short. The law provides that your continuation coverage may be cut short prior to the expiration of the 18-, 29- or 36-month period for any of the following reasons:

1. Conewago Holdings, Inc. no longer provides group health coverage to any of its employees.
2. The premium for continuation coverage is not paid in a timely manner (within the applicable grace period).
3. Any time after the latest date that COBRA coverage may be elected under this plan, the individual becomes covered under another group health plan (whether or not as an employee) that does not contain any exclusion or limitation with respect to any preexisting condition of the individual (other than an exclusion or limitation that, after July 1, 1997, does not apply to, or is satisfied by, the individual under the provisions of the Health Insurance Portability and Accountability Act of 1996).
4. The individual becomes entitled to Medicare any time after the latest date that COBRA coverage may be elected under this plan.
5. Coverage has been extended for up to 29 months due to disability (see “Special rules for disability”) and there has been a final determination that the individual is no longer disabled.

You do not have to show that you are insurable to choose continuation Coverage. However, under the law, you may have to pay all or part of the premium for your continuation coverage. (The law also says that, at the end of the 18-, 29-, or 36-month continuation coverage period, you must be allowed to enroll in any individual conversion health plan provided under our group health plan).

Once your continuation coverage terminates for any reason, it cannot be reinstated.

HEALTH INSURANCE EXCHANGE COVERAGE

Before electing COBRA coverage, you should explore your coverage options under the applicable health insurance exchange. Depending on your household income, you may qualify for a tax subsidy that may make such coverage more affordable than COBRA. Information regarding this option may be found at www.healthcare.gov.

QUESTIONS?

If you have any questions about the law, please contact our Plan Administrator. Also, if you have changed marital status, or you or your spouse have changed addresses, please notify us.

8.3 Short-term and Long-Term Disability Insurance

All regular full-time employees who have successfully completed the orientation period are eligible for disability benefits due to sickness or non-job-related accidents. Conewago currently pays all premiums under this disability insurance plan. Based on an annual review of the premium cost, employee contributions could be initiated. Weekly benefits start immediately for any non-job-related injury. If you are off from work due to sickness, there is a seven (7) day waiting period. The maximum benefit period is 26 weeks.

If you are absent from work and receiving benefits under this policy, your absence will be treated as FMLA leave if you are eligible. Employees receiving STD benefits who are not eligible for FMLA leave may be afforded time off on a case-by-case basis depending on the operational needs of the Company.

During a period of absence under this policy, group health coverage will be maintained (subject to normal employee contribution requirements) for a period of 12 weeks after which time you may continue coverage at your expense under COBRA.

Employees who are off work receiving benefits under this policy are expected to devote their energies to healing and may not engage in any other employment (including self-employment) unless specifically authorized in writing by Human Resources. Similarly, while off work, employees are expected to refrain from activities that might delay their recovery and return to work.

Reinstatement to employment shall be in accordance with the Company's FMLA policy (if applicable), after which time it shall be dependent on the Company's operational needs. Reinstatement to active employment from a non-FMLA leave (or post-FMLA leave) is not guaranteed. Prior to returning to work, you must present a written statement from a physician, confirming that you are able to resume working and listing any applicable work restrictions. This statement must be presented to HR. If a co-worker returns to work and fails to abide by any documented physician-recommended work limitations, (e.g., restricted lifting, etc.) corrective action procedures may be initiated. The Company reserves the right to require clarification of any physician statement or to require a second opinion.

All full-time employees who successfully complete their 90-day orientation period, will automatically be enrolled into Conewago's Long-Term Disability program, with an option to opt-out. Information on this program will be available during open enrollment.

8.4 Life Insurance and AD&D

All regular full-time employees are eligible for the Company's life insurance/AD&D plan upon successful completion of the orientation period. Conewago currently pays premiums for this insurance. . Additionally, all full-time employees have the option of purchasing additional voluntary Life Insurance/AD&D coverage for themselves, their spouses and dependent children under age 18. Contact Human Resources for additional information on this program.

8.5 401K Retirement Plan

All regular full-time employees eighteen years of age or older are eligible to participate in our Company's 401K retirement plan. Eligible participants will be automatically enrolled upon their first day of employment. The automatic deferral is 5% unless the employee chooses another rate or elects not to participate. The Company currently matches \$.30 on every \$1.00 up to 15% of your elected contribution, subject to an annual review. Employee contributions must comply with federal guidelines. Specific information is available from the plan administrator.

8.6 Worker's Compensation

Employees who are injured or become ill as a result of their work may be eligible to receive benefits provided under the State Worker's Compensation Act. All costs for providing this protection are paid by Conewago.

Any accident or injury that occurs on the job, or is job related, must be reported immediately to your supervisor. The supervisor is required to write an accident report on the appropriate form as soon as possible. All accident reports must be submitted to the Safety Department the day the accident occurred. Report all injuries, no matter how small or insignificant they may seem.

Except in cases of medical emergency, it is required that you treat with one of the Company's panel health care providers during the first 90 days of treatment following the date of injury or illness. Payment for unauthorized, non-emergency treatment with a non-panel health care provider during this 90-day period may be denied by the workers compensation carrier to the extent permitted by state law. If you choose to treat outside the list of the panel health care providers after the initial 90 days of treatment, you must notify the Company within five (5) days of treatment with the non-panel health care provider. Names and addresses of these doctors are given to employees at the time of hire and are posted at the job site, outside the Dispatch office, in the Stockroom, and are continually made available to you.

If your condition requires you to be off work for any period of time, your absence will be treated as FMLA leave to the extent you are eligible for that leave benefit. Employees who are not eligible for FMLA leave may be afforded time off on a case-by-case basis depending on the operational needs of the Company.

Group health coverage will be continued for employees off work on workers' compensation (subject to normal employee contribution requirements) for a period of 26 weeks, after which time you may continue coverage at your expense under COBRA.

Employees who are off work receiving workers compensation are expected to devote their energies to healing and may not engage in any other employment (including self-employment) unless specifically authorized in writing by Human Resources. Similarly, while off work, employees are expected to refrain from activities that might delay their recovery and return to work.

Reinstatement to employment shall be in accordance with the Company's FMLA policy (if applicable), after which time it shall be dependent on the Company's operational needs. Reinstatement to active employment from a non-FMLA leave (or post-FMLA leave) is not guaranteed. Prior to returning to work, you must present a written statement from a panel-approved physician to our insurance administrator, stating that you are able to resume working and listing any applicable work restrictions. If an employee returns to work and fails to abide by any documented physician-recommended work limitations, (e.g., restricted lifting, etc.) corrective action procedures may be initiated. The Company reserves the right to require clarification of any physician statement or to require a second opinion.

8.7 Bonus

When business conditions permit, the Company may, at its discretion, pay an annual bonus payment to some or all current employees. Whether an annual bonus is paid for any given year, the amount of any payment and the timing of payment are at the Company's sole discretion.

Unexcused absences, safety violations and/or misuse and abuse of any Company property directly affect your eligibility for a bonus. These violations and infractions have a direct impact on Company profits and affect us all. To be eligible for payment of an annual bonus, an individual must be employed by Conewago at the time of payment.

8.8 Parking

Where possible, our Company has provided parking facilities for your convenience. You are requested to exercise caution when parking your car and when entering or leaving the parking area to prevent personal injury to yourself or others, or damage to parked automobiles. The Safety Director enforces our parking regulations. You are expected to follow any instructions given to you. Our Company is not responsible for damage or theft of cars or property left in Company parking lots.

9.0 Time Off From Work

9.1 Attendance

The success of Conewago Holdings, Inc. depends on its efficient operation. For our Company to run efficiently on a day-to-day basis, we must be able to depend on you, our employees. This success depends on your good attendance. We encourage good attendance by providing you with good working conditions and remain committed to a policy of attendance counseling and positive enforcement.

An absence is either classified as A) Excused Absence, or B) Unexcused Absence. Sections A & B are not paid by the Company.

A) EXCUSED ABSENCE

An excused day is a pre-approved scheduled day off from work without pay. Excused absences are simply approved unpaid time off from work. They do not discredit your employee performance record nor jeopardize your eligibility for PTO or require use of an allotted excused day.

NOTE: Employees may only take excused time after all their PTO time has been used.

Employees with less than two (2) years total service will be entitled to five (5) excused days per year. All other employees may request excused time (after PTO is exhausted) and approval will depend on workload and maintaining critical project schedules. Hourly employees are permitted to take unpaid excused days in full day or ½-day increments. Salaried employees may only take excused time in whole day increments.

Excused days do not discredit your job performance record or jeopardize your eligibility for paid PTO days. If the absence from work is foreseeable, to qualify for an excused day, you must obtain approval from management seven (7) in advance of your planned absence. Approval is contingent upon workload, project completion dates and/or shortage of personnel. If not scheduled seven (7) calendar days in advance, the time off will be classified as an unexcused absence.

In addition to 5 excused days provided, the company recognizes other unforeseen absences may be necessary.

The following are other circumstances that qualify as excused:

1. A sick day (after all PTO is exhausted)
2. Approved FMLA leave (Section 9.8) verified by a completed medical certification delivered to the office up to 15 days after the date(s) of absence
3. Absence because of a work-related injury
4. Absence because of death in the immediate family (See Section 9.5)
5. Absence approved in advance by a Company Officer for reasons beyond an

employee's control. For example: Jury duty, court appearances, scheduled surgery (supporting documentation required)

6. Limited absence because of bona fide personal emergency as determined by a Company Officer (supporting documentation required)
7. Leave of absence pre-approved by a Company officer with such approval based on Company workload

B) UNEXCUSED ABSENCE

Unapproved time off from your scheduled work hours that is not classified as an excused absence or Paid Time Off (PTO) is an unexcused absence. Excessive unexcused absences adversely affect your job performance record, your eligibility for a Christmas bonus and subjects your employment status to the possibility of termination. You are allowed three (3) unexcused days per calendar year. After 3 unexcused absences, your unexcused absence is considered excessive and you will be subject to disciplinary action. Repeated unexcused absences shall be grounds for termination.

Employees must call the dispatch office and your supervisor at least one hour prior to your scheduled start time if you anticipate an unexcused absence. Failure to call off in a timely manner will be grounds for disciplinary action. An employee will be deemed to have voluntarily resigned due to job abandonment if he or she fails to call off work for three (3) consecutive days or continues to do so after a prior warning.

C) ACCRUED SICK TIME (FEDERALLY FUNDED PROJECTS)

Accrued sick time on federally funded projects will be handled under our PTO (Paid Time Off) policy which is outlined in section 9.4. Only employees who have less than two (2) years of service at Conewago and work more than 1,200 hours on a federally funded project (paid wages based off the Davis-Bacon Act) are eligible for additional Paid Time Off (PTO). One (1) additional hour of PTO will be accrued for every 30 hours worked past the 1,200 hours on a federally funded project. Example: Employee who has 1 year of total service at Conewago and has 40 hours of PTO per the schedule in section 9.4 of the Handbook and works 1,300 hours in a given Calendar Year at a Federally Funded Project(s), the employee would accrue three (3) more hours of PTO. Note that employees who accrue additional PTO time on federally funded projects will be capped at a maximum 56 hours of total PTO. For each hour of paid sick time used, employees will be paid their regular rate of pay. Such hours will not be considered as time worked for purposes of calculating overtime.

If an employee's use of PTO is foreseeable, the employee's request shall be made at least seven (7) days in advance. If the need for paid sick time is not foreseeable, requests for leave shall be made as soon as practicable. Employees who resign, voluntarily quit, retire or are terminated, forfeit all accrued PTO. However, in the event an employee is rehired within 12 months of a job separation, the employee's PTO time accrued prior to separation will be reinstated.

9.2 Tardiness/Early Departure

All employees are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for both fellow employees and supervisors in scheduling and performing the work that needs to be completed. Employees also are expected to report to work as scheduled, on time and prepared to start work, and to remain at work for their entire work schedule except for authorized absences from work such as meal periods and Company business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

Tardiness/early departure is either excused or unexcused. A bona fide personal emergency, or pre-approved time off for a medical appointment, etc., as determined by a Company Officer, constitutes an excused tardiness or early departure. Supporting documentation may be required. A tardiness/early departure that is not pre-approved or excused with a doctor's note in the case of illness is considered unexcused; early departure due to sickness with approval from your foreman is considered excused.

Two (2) unexcused incidents of tardiness/early departure in one calendar year will equal one unexcused day. If an employee reports to work more than 4 hours after his/her scheduled start time without excuse, the entire day will be treated as an unexcused absence. Please call the dispatch office and your supervisor one hour prior to your scheduled start time if you anticipate a late arrival.

If for any reason an employee is going to be unable to report to work at the scheduled time, the employee must advise the dispatch office and call his/her supervisor at least one hour before the time at which the employee is scheduled to begin working for that day. Several instances of tardiness shall be cause for disciplinary action.

9.3 Holidays

Conewago Holdings, Inc. observes six (6) paid holidays each year. These holidays are as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If you are a regular full-time employee, after successful completion of your orientation period, you are entitled to holiday pay. To receive holiday pay, you must work the scheduled workday before and the workday after the holiday (with the exception of scheduled and approved absence). Employees on a leave of absence or layoff are not entitled to holiday pay unless they worked at least one of the two workdays immediately preceding the holiday. We do not count the holiday as hours worked when computing your weekly overtime.

When a holiday falls on a Saturday, we generally observe the preceding Friday as a paid holiday. If it falls on a Sunday, we generally observe the following Monday. The Company will inform you in advance if the holiday will be celebrated on a different schedule. We reserve the right to grant additional unpaid holidays on a selected basis without establishing precedents.

9.4 Paid Time PTO Days

All regular full-time employees who have completed 90 days of continuous service are entitled to five (5) PTO days per calendar year. PTO days may be used as full days or half days. In subsequent years, after your anniversary date, the following schedule will apply:

All regular full-time employees who have completed:

- Two total years of Services are entitled to ten (10) PTO days per year.
- Five total years of Services are entitled to eleven (12) PTO days per year.
- Ten total years of Services are entitled to fifteen (15) PTO days per year.
- Fifteen total years of Services are entitled to seventeen (17) PTO days per year.
- Twenty total years of Services are entitled to twenty (20) PTO days per year.

For scheduling purposes, all PTO days are accounted for on an anniversary year cycle. Therefore, the following guidelines are necessary to introduce newly hired employees into the anniversary year cycle:

1. For newly hired employees whose 90-day date falls between January 1 and May 31st, will receive 100% of your PTO days to be used before December 31 of that year.
2. For newly hired employees whose 90-day date falls between June 1st and August 31st will receive 75% of your PTO days to be used before December 31st of that year.
3. For newly hired employees whose 90-day date falls between September 1st and October 31st will receive 50% of your PTO days to be used before December 31st of that year.
4. For newly hired employees whose 90-day date falls between November 1st and December 31st will receive 25% of your PTO days to be used before December 31st of that year. Thereafter, your vacation eligibility shall be in accordance with the above schedule which is based on your anniversary hire date.

You will be paid eight (8) hours at your shop rate for each PTO day. We do not count PTO as hours worked when computing your weekly overtime. PTO days must be used within the calendar year and cannot be carried over into the following year. PTO time that has not been used by the end of the calendar year will be forfeited. An employee on a leave of absence or layoff exceeding 60 days in duration will not accrue additional PTO until he or she returns to active employment.

If foreseeable, Requests for PTO must be made at least seven (7) calendar days in advance of your requested time off. If the same week is requested by more than one employee, every effort will be made to accommodate each request. PTO will be approved on a first come first served basis. All PTO requests will be subject to maintaining critical project schedules. Any request inside of seven (7) days is considered “Non-Foreseeable” leave.

Employees may use up to five (5) of their accrued PTO days in a calendar year as time that is considered Non-Foreseeable with little or no notice given. An example of Non-Foreseeable leave may include: care for their own mental or physical illness, injury, or condition, or that of a family member, to obtain preventative medical care for yourself or a family member, for maternity or paternity leave and, where a work absence is necessary due to domestic

violence, sexual assault, or stalking committed against an employee or their family member. When calling off work for these instances, please be sure to notify the Human Resources Department as soon as practicable. Failure to contact Human Resources of a Non-Foreseeable absence will be marked as an unexcused absence. See 9.1 (B) regarding unexcused absences.

To ensure the ability to continue to meet customer demands and meet critical project schedules there are restrictions on how many PTO days may be used consecutively and in a given month:

- A maximum of 10 PTO days may be used in any given month throughout the calendar year.
- A maximum of 10 PTO days may be used consecutively.

The Company may periodically close for periods ranging from a partial day to multiple days. In such instances, salaried employees may be required to use accrued PTO to cover the down time.

Employees who choose to terminate employment with the Company and give two work weeks prior notice shall be paid for unused PTO according to the following schedule. Notice should be given to the HR Department.

If Termination Date falls between:

January 1 – March 15	up to 20% of your eligible annual PTO will be paid
March 16 – May 31	up to 40% of your eligible annual PTO will be paid
June 1 – July 31	up to 60% of your eligible annual PTO will be paid
August 1 – October 31	up to 80% of your eligible annual PTO will be paid
November 1 – December 31	up to 100% of your eligible annual PTO will be paid

Employees who are (1) terminated for misconduct; or (2) who resign without providing two weeks notice; or (3) who fail to satisfactorily work throughout his or her notice period; or (4) who fail to return all Company property and funds prior to their last day of work shall not be paid for unused PTO.

A full-time employee who is rehired after terminating previous employment at Conewago Holdings, Inc. will include his/her previous years of service when determining eligibility for PTO. Previous employment tenure may only be added to an employee's existing tenure beginning on the employee's rehire date after the employee has worked one (1) continuous year. Thereafter, vacation eligibility will be based upon your rehire anniversary date.

9.5 Bereavement Leave

We recognize that experiencing the loss of a family member is a very difficult period for you and your family. If the death is in your immediate family (spouse, mother, father, sister, brother or children), all full-time employees will be paid bereavement pay for three (3) consecutive days at your current hourly rate. If the death is in your extended family (grandparents, grandchildren, nephews, nieces, aunts, uncles, mother or father-in-law, brothers or sisters-in-law, stepparents, guardians or stepchildren if brought up and supported as though natural children), you may be absent for one (1) working day, without pay.

Part-time employees and employees who have not successfully completed their orientation period are not entitled to bereavement leave pay.

Human Resources or a company officer may, at his or her discretion, request verification of the death and the person's relationship to you.

9.6 Jury Duty

Time off for jury duty is granted to all regular full-time and part-time employees in accordance with applicable law. When you receive a notice to report for jury duty, advise your supervisor immediately. When absent for jury duty, you must provide your supervisor with a copy of the subpoena, jury certificate, or court order upon your return to work. For every full week (5 days) an employee is scheduled to report for jury duty, the company will pay the employee 20 hours, or half the employee's salary, at the employee's normal hourly rate. Should the employee be scheduled for jury duty two consecutive weeks (10 days), the company will pay a maximum of 40 hours at the employee's normal hourly rate. Jury duty pay is capped at a maximum of 40 hours during the course of jury duty at the employee's normal hourly rate. You must report for work if you are released from jury duty before the end of our workday or if you are temporarily released from jury duty.

9.7 Military Leave

General Policy. Employees are eligible for leave under this Policy when they are absent from work due to service in any of the Armed Services, including Reserve units, the National Guard, or any other branch of military service. For purposes of this Policy, "service" includes active duty, active and inactive duty for training, full-time National Guard duty, and absence to take an examination to determine fitness for any of the foregoing type of duty.

Notice of Leave. Employees are required to provide Conewago Holdings Inc. Human Resources Department with advance notice of their uniformed service obligations, unless giving advance notice is impossible, unreasonable, or precluded by military necessity. Notice may include copies of military orders, training notices or induction information, or other written or oral notice. Military Leave should be requested in writing with as much advance notice as possible. Thirty (30) days advance notification is expected for scheduled reserve summer duty. The advance notice requirement may be waived for employees called up for immediate active service.

Pay and Benefits. Leave under this policy is generally unpaid (except as provided below). Upon his/her request, an employee may use his/her credited vacation/personal days during military leave but will not be required to do so. For the first thirty days of service, the Company will extend to the employee and dependents all employee benefits that are in effect when the absence begins. The employee is responsible for his/her payroll deduction rates the first 30 days. After this time, the employee and dependents may continue coverage under the

Company's health plan at his/her expense for up to 24 months. See Handbook section 8.2 Continuation and Conversion of Health Insurance Benefits (COBRA). Your group health plan coverage (or successor coverage) will be made available to you and your dependents upon your return without any waiting period, pre-existing conditions or other exclusions (except with respect to service-connected injuries or illnesses). Any employee who is preparing for a military leave is to notify the Company as soon as possible to discuss the handling of benefits during this time away from work.

Length of Service and Vacation. Service while on military leave, whether paid or unpaid, will also count toward length of service for purposes of compensation and other benefit plan purposes.

Returning from Leave. The cumulative length of an employee's military leave generally may not exceed five years unless one of the legal exceptions to the five-year limitation applies. Ordinarily, if an employee's uniformed service is less than 31 days, or is for the purpose of taking an examination to determine fitness for service, the employee must report to work for re-employment at the beginning of the first regularly scheduled workday after the employee returns home.

If the period of uniformed service is for more than 30 days but less than 181 days, the employee must report for work within 14 days after completion of service; if service was for more than 180 days, a 90-day reporting period applies.

Co-workers returning from military leave will ordinarily be reemployed in the job that they would have held and at the pay rate they would be receiving as if they had remained continuously employed, or to a position of equivalent seniority, status and pay. An employee will be re-employed by the Company so long as re-employment would not be impossible or unreasonable or impose an undue hardship on the Company.

An individual loses the right to reinstatement if he/she receives a dishonorable discharge or bad conduct discharge from the service or is discharged under other than honorable conditions as defined by government regulations.

Administration. This policy shall be administered and may be amended from time to time in a manner consistent with the terms of applicable federal and state laws governing military leaves of absence. Any issue not addressed in this policy shall be addressed in a manner consistent with those laws.

9.8 Family and Medical Leave

A. General Policy

All employees who have been employed by Conewago Holdings, Inc. for at least 12 months and have worked at least 1,250 hours within the previous 12-month period are eligible for family and/or medical leave of absence. Except as provided for below, eligible employees are eligible to take a total of up to 12 weeks leave in any 12-month period due to the following circumstances:

1. Upon the birth of the employee's child
2. Upon the placement of a child with the employee for adoption or foster care
3. When the employee must care for a child, spouse or parent who has a serious health condition
4. When the employee cannot perform the functions of his or her position because of a serious health condition
5. When the employee is needed to care for a covered service member who has sustained a serious illness or injury (this type of leave is available on a one-time basis for up to 26 weeks during a single 12-month period) or
6. When an employee must address qualifying emergencies that arise when the employee's spouse, child or parent is on covered active duty or called to covered active duty in the Armed Forces.

B. Leave Eligibility Period

An employee may take up to twelve weeks of leave under this policy in any 12-month period. The 12-month period is a "rolling" period measured backward from the date an employee uses any leave under this policy. In the event an employee remains unable to return to work upon exhaustion of available FMLA leave, a temporary extension of unpaid leave may be considered dependent upon the employee's prospect for returning to work in the near term and the operational needs of the Company.

C. Definitions

A "serious health condition" is an illness, injury, impairment or physical or mental condition involving either in-patient care or continuing treatment by a "health care provider."

A "health care provider" is a Doctor of Medicine, osteopathy or any other person whom the U.S. Department of Labor deems capable of providing health care services.

When an employee returns to active employment, he/she shall return to the same or an equivalent position with equivalent employee benefits and compensation and other conditions of employment unless special circumstances exist which prevent such reinstatement as provided in applicable regulations. "Equivalent" means substantially the same but not exactly equal.

Exception: If the employee on leave is a salaried employee and is among the highest paid ten percent of employees, and keeping the job open for the employee would result in substantial economic injury to the Company, reinstatement to the employee on leave can be denied. In this situation, however, the employee will be given an opportunity to return to work before the Company fills the position.

D. Coordination With Other Leave Benefits

This policy applies to all family and medical leaves of absence and will be coordinated with any paid leave (e.g. vacation) and/or income protection benefits, including workers' compensation and short-term disability. If an employee is entitled to paid leave, workers' compensation or short-term disability when FMLA leave is requested, those benefits will run concurrently with all or part of the twelve weeks of leave under this FMLA policy.

E. Request for Leave

Any employee requesting leave under this policy must give his or her immediate supervisor a written request. In cases where the need for leave is foreseeable, employees must submit leave requests thirty (30) days before leave will start. In cases where the need for leave is not foreseeable, employees are required to provide notice as soon as practicable. Upon receiving a request for leave, you will be issued a Notice of Eligibility and, if deemed eligible, you will be given a Designation Notice indicating that your leave is being tracked as FMLA leave.

F. Leave Documentation

Employees requesting an FMLA leave will be issued a Notice of Eligibility which includes a statement of the employee's rights and responsibilities under the law. The Company will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. An employee must present the Department of Labor form completed by a doctor for approval of FMLA. This medical certification must be attached to the written leave request and should include:

1. The date when the serious health condition began;
2. The probable duration of the condition; and
3. The appropriate medical facts which the health care provider knows about the condition.

In addition, for leave to care for a child, spouse, or parent, the certification should estimate the time the employee will need to provide care. For leave for an employee's illness, the certification must state that the employee cannot perform his or her job functions. In the case of intermittent leave or leave on a reduced leave schedule for planned medical treatment, the certification must state the dates when such treatment is planned and how long the treatment will take. At its discretion, the Company may require a second medical opinion and periodic re-certifications at its expense.

If the first and second opinions differ, the Company, at its expense, may require the binding opinion of a third health care provider, approved jointly by the Company and the employee.

If it is determined that the requested leave qualifies for FMLA protection, the employee will be issued a Notice of Leave Designation.

G. Intermittent or Reduced Leave Schedules

Employees may take leave on an intermittent or reduced leave schedule, if medically necessary for a serious health condition of the employee or the employee's spouse, child or parent. If an employee requests leave on this basis, the Company may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the alternative position has equivalent pay and benefits.

H. Spouses Both Employed by the Company

Spouses who are both employed by the Company may take a total of twelve weeks of leave in any 12-month period (rather than twelve weeks each) for the birth or adoption of a child or for the care of a sick child or parent.

I. Group Insurance Continuation During Leave

Any employee granted an approved leave of absence under this policy may continue his or her group health insurance coverage by arranging to pay his or her portion of the premium during the period of approved family or medical leave.

Employees who remain unable to return to work after exhausting FMLA leave may be subject to termination of coverage; however, such employees shall be afforded the opportunity to continue coverage at their own expense under COBRA. If an employee is able to return to work following FMLA leave, but decides not to return, the Company may recover from the employee the cost of any payments made to maintain the employee's insurance coverage during the leave, unless the failure to return to work is for reasons beyond the employee's control. The Company will calculate benefit entitlements based upon length of service as of the last paid workday before the leave started.

This policy shall be administered in a manner consistent with the terms of the Family and Medical Leave Act of 1993. The Company reserves the right to impose any conditions or limitations upon any leave of absences as may be deemed consistent with the FMLA.

9.9 Unpaid Personal Leave Policy

General Policy Conewago Holdings, Inc. (“Conewago”) recognizes that there may be occasions when an employee needs time off from work but is unable to cover the time with PTO or any leave policy. Conewago offers employees in good standing unpaid personal leave time for these instances.

Employee Eligibility and Duration Regular full-time employees with at least 90 days of continuous service are eligible to request an unpaid personal leave. Unpaid leaves last a minimum of five days and may be granted for up to twelve weeks in any rolling 12-month period.

Scheduling Time Off Employees must notify Conewago Holdings Inc. Human Resources Department (“HR”) at least thirty (30) days in advance of the need for an unpaid leave whenever practicable. Requests are reviewed, and subject to approval, based on several factors, including business needs, staffing requirements, the basis for leave and the employee’s work record. Accordingly, unpaid leaves are not guaranteed, but are available when circumstances warrant. Employees, not Conewago, are accountable and responsible for managing their own allotted time off hours and should plan accordingly to allow for vacation, illness or disability, appointments, emergencies or other needs that require time off from work.

If you have an unexpected need for an unpaid leave, you must notify HR as soon as possible. If you are using three consecutive days of allotted time off for an illness, when you return, you may be asked to provide a doctor’s note releasing you to return to work.

Within five working days after receipt of a leave request, HR will notify you whether your leave is granted, denied or whether additional information is required. If a leave is granted, you will be notified of its duration and your obligations while on leave and with respect to returning to work.

Healthcare Coverage When an employee elects to use their allotted time off, Conewago will continue the employee’s health care coverage for the approved amount of time, up to a maximum of 12 weeks, subject to the employee paying his or her share of their premium while taking leave. Otherwise, coverage will be terminated, and the employee will be able to continue health coverage through COBRA at full cost.

Interpretation Conewago reserves the right to modify this policy from time-to-time and application of its terms shall be at the sole discretion of Conewago.

10.0 Career Development

Conewago has available to all full-time employees’, career advancement opportunities that include apprenticeship programs, continuing education and tuition reimbursement schedules. For career development opportunities, please contact Human Resources for additional information.

10.1 Employee Training

From time to time, there will be mandatory employee training programs. These programs can include safety training, apprenticeship programs, or various other seminars and training programs the Company deems necessary. Program fees for mandatory training will be paid by the Company. Failure to attend a mandatory training program will be marked as an unexcused absence on your personnel record unless the absence was approved by the Safety Director.

Time spent in mandatory training is considered paid time worked. However, since training is not a function of your regularly scheduled job duties, you may receive a special training wage rate for time spent in training; the training rate may be more or less than your hourly shop rate. The standard training rate is \$12.00/hour. This amount will be adjusted from time to time and training rates may vary for certain specialized training. If your mandatory training is scheduled before 4pm, your base shop rate will apply.

OSHA 10 Hour training for all newly hired employees' will be conducted during new employee orientation and completed prior to the employee working at the jobsite.

Time spent in voluntary training will generally not be paid, provided four conditions apply: 1) attendance is voluntary; 2) the training does not directly relate to the employee's job duties; 3) the training does not take place during the employee's normal scheduled regular working hours; and 4) no work is performed on behalf of the Company during the training. Regular working hours for this purpose means the hours your crew or department normally start and stop.

For all voluntary training programs, please see the HR Manager.

10.2 Performance Evaluations and Merit Increases

Our policy on merit increases provides positive financial incentive for outstanding performance. Merit increases are given to reward improved performance and increased responsibility.

Our management team evaluates your job performance at the end of your orientation period and decides at that time whether to make you a permanent full-time employee with benefits. After that, your job performance is evaluated once a year on your anniversary date by a Company Officer. These evaluations are not necessarily formal. Thereafter you are evaluated on an as needed basis. The purpose of the performance evaluation is to identify your strong points as well as areas that need improvement. We take into consideration the results of your performance evaluation when determining merit increases. Bear in mind that your evaluation does not guarantee an increase in wage.

We encourage you to discuss your employment and any concerns you may have with us as well as your plans for career development at any time. We also would appreciate any constructive comments you may have about Conewago's operations, policies and management practices.

11.0 What We Expect From You

Whenever groups of people work together, there must be standards of conduct and attendance for common guidance and efficiency. It is impossible to define in detail every

standard for every circumstance, and our Company tries to keep rules to a necessary minimum. We hope that your common sense will guide you as to the proper thing to do in most cases; however, we have listed in this section a few specifics regarding what we expect from you. This should not be regarded as an all-inclusive list of our expectations or standards.

If you have any questions about these standards of conduct and attendance, or about what to do or not to do in a situation, please contact your supervisor or superintendent.

Obviously, when employee misconduct occurs, measures must be undertaken to correct the situation and to curtail further occurrences, for the good of us all. The approach we take to discipline may vary depending, at our discretion, on the gravity of the offenses, the circumstances under which it occurred, your duties, your length of service (seniority) with our Company, and your overall work record, including any prior misconduct, among other things. In order of severity, discipline can take one of the following forms:

- Verbal Counseling
- A Written Warning or Reprimand
- Probation
- Suspension, Subject to Discharge
- Discharge

Keep in mind that our Company has no obligation to use any one or more of these forms of discipline prior to discharging an employee. Any or all of these steps can be omitted, as the Company deems appropriate, at its discretion. Moreover, by establishing this disciplinary procedure the Company is not relinquishing or limiting its managerial right to discharge for any reason, at any time, with or without notice.

The use of progressive discipline as a pre-condition to termination is discretionary, in our Company's judgment. The Company's decision in every case is final and binding on all concerned, including the disciplined employee and all other persons or entities involved in any way, directly or indirectly.

If you do receive the benefit of any of these methods of constructive counseling, however, be sure to take advantage of the opportunity to learn from your mistakes and try to improve. Some of the standards of conduct and attendance that we expect from you include but are not limited to the sections listed below.

11.1 Quality Work

Our Company prides itself on being a leader in its field. Since 1956, one principle has been enforced without exception: top quality performance. This philosophy has motivated the growth and success of our Company. Your continued employment is dependent upon living up to this high standard in your job.

11.2 Courtesy

We view service to our customers and business family as one of our most important responsibilities. You are expected to help us carry out this policy by extending every courtesy and all assistance necessary, not only to customers and your fellow employees, but to any callers or business visitors to the Company. If someone asks you for assistance that you are unable to give, refer him or her to your supervisor or our HR Department.

11.3 Ethical Behavior Policy

Conewago expects and requires each employee to avoid any interest or activity that conflicts with or casts doubt upon the employee's ability to exercise his or her best objective judgment in acting on Conewago's behalf. It is impossible to specify each and every forbidden activity, but certainly included as forbidden activity would be any action which would or could conflict with Conewago's interest in any way, harm or embarrass Conewago, violate any law or ethical principle, or deprive Conewago of an employee's undivided loyalty and unimpaired efficiency in performing his or her regular duties on Conewago's behalf.

As a guide to better understand and follow this policy:

- A) Under no circumstance will a Conewago employee work for or accept a commission, fee, gift, privilege, gratuity or other personal benefit of any kind from any individual or entity with which Conewago currently or potentially conducts business or competes, including suppliers of goods or services, banks or other lending institutions, brokers, accountants, attorneys, consultants, subcontractors, or their agents. This, however, will not prohibit an employee from accepting occasional business meals or limited entertainment where Conewago business is discussed as long as acceptance will not influence or cast doubt upon decisions made on Conewago's behalf.
- B) In purchasing or leasing goods or services, decisions will stem solely from merit, without favoritism and, where applicable, on a competitive basis. Neither employee nor member of his or her family may have a financial or other interest in a supplier of goods or services if such an interest could or would affect the employee's decisions or actions on Conewago's behalf.
- C) No confidential information of any sort, including, without limitation, confidential information concerning Conewago, will be disclosed or otherwise used for personal profit or advantage or to Conewago's disadvantage by an employee, family member, friend or acquaintance either during or following employment.
- D) No employee will compete directly or indirectly with Conewago or make any decision or take any position adverse to Conewago's interests.

11.4 Respect Confidential Information

From time to time during employment with the Company, employees may have access to information that is confidential to the Company and/or to one of its customers. Confidential

information may include business and marketing strategies, bidding and estimating methods, financial information, customer lists, personnel lists and files, etc. Each employee is responsible for safeguarding this information with the utmost care. It is the employee's responsibility not to reveal or divulge any such information unless it is necessary for the employee to do so in the performance of the employee's duties. This responsibility continues after an employee leaves the Company. Access to confidential information should be on a "need to know" basis and must be authorized by an employee's supervisor. If an employee has any question whatsoever concerning whether certain information is considered to be confidential, the employee should ask his or her supervisor. Any breach of this policy will not be tolerated and under certain circumstances, legal action may be taken against an employee that violates this policy.

11.5 Follow Common Sense Standards of Conduct To Avoid Major Offenses

You should be aware that there are certain major offenses that may result in an immediate penalty of probation, suspension subject to discharge or discharge without any prior counseling. In other words, if you commit a major offense, all or any part of our progressive counseling procedure may be omitted, at the Company's discretion. The following major offenses may result in immediate termination:

1. False, fraudulent, misleading or harmful statement, action or omission related to an employment application or other information provided to or requested by the Company, whether oral or written; or refusal or failure to provide such information in a timely manner.
2. Theft of property of the Company, an employee, and independent contractor or a customer.
3. Actual physical violence.
4. Carrying any weapon while on Company business, job site, premises or property without authorization from the Company.
5. Bringing onto the Company's job site, premises or property, having possession of or consuming, using, purchasing, transferring, selling or attempting to sell any form of alcohol at any time enroute to or during the work hours, whether or not on duty, Company business, Company premises, property or job site.
6. Bringing onto the Company's job site, premises or property, having possession of, consuming, purchasing, transferring, selling, or attempting to sell any form of narcotic, depressant, stimulant, hallucinogen, or any mind or perception altering drug or substance (excepting only the taking of a prescribed drug under the direction of a physician and to the extent it does not impair job performance or threaten safety, health, security or property), at any time enroute to or during the work hours, whether or not on duty, Company business, or Company premises, property or job site.

7. Accepting or engaging in any endeavor or outside employment with a competitor of the Company or conducting or attempting to conduct any outside business while on the Company's premises or business which would be in competition with the Company.
8. Certain criminal convictions, depending on the particular circumstances and the offense charged, including but not limited to, the Company's judgment as to the potential risk to safety or health of employees and/or the security of the Company premises and property.
9. Serious offenses covered in our Safety Disciplinary Policy may also result in termination.

The following are major offenses which will result in disciplinary action and may be cause for termination:

1. Failure or refusal to carry out orders or instructions.
2. Unsatisfactory work performance.
3. Failure to fulfill the responsibilities of the job to an extent that might or does cause injury to a person or damage to or loss of product, machinery, equipment, facilities or other property of the Company.
4. Violation of a safety, fire prevention, health or security rule policy or practice.
5. False, fraudulent, misleading or harmful statement, action or omission involving another employee, a customer, the Company or any action disloyal to the Company.
6. Unauthorized use of, removal of or damage to the property of the Company, an employee, an independent contractor or a customer. Failure to report damage to Company property, no matter how slight the damage.
7. Threatened physical violence.
8. The use of profane, abusive or threatening language.
9. Being under the influence of any form of alcohol at anytime enroute to or during the work hours, whether or not on duty, Company business, Company premises, property or job site.
10. Use of alcohol off the Company's job site, premises or property and outside your working hours that adversely affects your job performance, your or other employees' safety, health, security or property at work; or the Company's reputation.
11. Having present in the body system or being under the influence of any form of narcotic, depressant, stimulant, hallucinogen, or any mind or perception altering drug or substance (excepting only the taking of a prescribed drug under the direction of a physician and to the extent it does not impair job performance or threaten safety,

- health, security or property), at any time enroute to or during the work hours, whether or not on duty, Company business, or Company premises, property or job site.
12. Possession, use or sale of drugs or any other mind or perception altering substance off Company premises, property or job site and outside your working hours that could or does adversely affect your job performance, your or other employee's safety, health, security or property at work; or the Company's reputation.
 13. Refusing to cooperate in or submit to questioning, medical or physical test or examination or an inspection or search of your person, personal belongings, locker or personal or authorized vehicle when requested or conducted by the Company or its designee; or the presence of any substance forbidden by these rules of conduct on your person or in your body system, personal belongings or vehicle, as indicated in such test, examination, inspection or search.
 14. Organized gambling or disorderly or immoral conduct while on the Company's premises, job site or business.
 15. Chronic, habitual or excessive lateness or absenteeism of any type, and/or other violations of the Company's standards of attendance.
 16. Harassment of another employee of a sexual nature (including, but not limited to, verbal or physical conduct or unwelcome advances) or harassment or intimidation of others on the basis of sex, race, color, national origin or ancestry, age, religion, creed, marital status or status as a Vietnam Era or disabled Veteran or handicapped person.
 17. Disobeying safety rules or endangering any persons.
 18. Leaving your assigned work area (i.e. walking off the job during work time without permission.)

11.6 Prevention of Discriminatory Harassment

It is the policy of Conewago to maintain a working environment free from unlawful harassment or discrimination of any employee or applicant for employment on the basis of sex, race, age, religion, ethnicity, disability, national origin or any other characteristic protected by law. Examples of unlawful harassment include use of epithets or other derogatory words or actions based upon any of the characteristics listed above. Such harassment in any manner or form by anyone is expressly prohibited. All reported or suspected occurrences of forbidden harassment will be promptly and thoroughly investigated. Where forbidden harassment has occurred, the Company will take appropriate disciplinary action, including, and without limitation to suspension or termination.

Definition:

Sexual harassment, as one example of forbidden harassment, has been defined by the EEOC to be any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:

- 1) submission to such conduct as an explicit or implicit condition of employment;
- 2) submission to or rejection of such conduct is used as the basis for employment decisions; or
- 3) such conduct has the purpose or effect of:
 - a) unreasonably interfering with an individual's work performance, or
 - b) creating an intimidating, hostile or offensive work environment.

Racial, age-based, religious, ethnic, disability and other forbidden forms of harassment are best described as conduct that has the purpose or effect of:

- 1) unreasonably interfering with an individual's work performance, or
- 2) creating an intimidating, hostile or offensive work environment.

Reporting and Investigation:

Any employee or applicant who feels harassed or who knows of or suspects the occurrence of forbidden harassment is responsible for informing the HR Department of the facts regarding such harassment so that management may promptly and thoroughly conduct an investigation. If you are uncomfortable discussing the matter with the HR Department or if you are not satisfied with the manner in which the matter has been handled, please contact a Company Officer. It is encouraged that all issues be reported in writing, listing the date, names of individuals involved, witnesses and nature of the incident. An employee or applicant for employment who reports an occurrence of forbidden harassment will be informed that an investigation will be conducted and management, if warranted, will take the appropriate corrective action. To the extent possible, the Company will attempt to conduct investigations in a confidential matter and employees are also required to treat the matter as confidential.

If you have a concern regarding potential harassment, please do not assume that the Company is aware of it. It is your responsibility to bring your concerns to the Company's attention so that we can help address them. Employees shall not be subject to retaliation or reprisal for having raised a complaint in good faith under this policy; any employee who feels he or she has been subject to retaliation should report the matter as described above or may contact the President.

11.7 Workplace Violence

Violence in the workplace is a concern for us all. Increasing pressures from work and home cause various reactions and behaviors from each of us. If you experience or observe anything that you feel could lead to a violent situation, please notify your supervisor or Company Officer at once.

11.8 Obey Our Solicitation and Distribution Rules

No employee may solicit another employee for any purpose while either employee is on working time. The distribution of handbills or other literature during working time or in working areas is forbidden. "Working time" is defined as time during which either employee is expected to be performing work duties. "Working areas" are those areas in which an employee is expected to perform work duties.

Persons who are not employed by our Company are prohibited from soliciting any employee or distributing literature on Company jobsites, premises or at employee work locations at any time.

11.9 Customer Relations

Courtesy to and with customers and your colleagues helps create a pleasant working atmosphere and contributes greatly to Conewago's success. Courtesy is particularly important in securing our customers.

Be alert, pleasant, natural, distinct and expressive. Answer promptly to help build an impression of efficiency for you and Conewago. If you cannot respond to a question or problem immediately, ask if you can get back to them with the proper answer. Use the customer's name in the conversation. Be tactful when it is necessary to refuse a request because of Conewago policy. Apologize for errors or delays. Take time to be helpful. It is good business and reflects the value Conewago places on our customer/client relationships.

11.10 Good Work Habits

To perform your job as efficiently as possible, practice the following good work habits:

- Do the job right the first time. Before you begin, make sure you have adequate instructions and all the necessary tools and/or supplies.
- Don't override your supervisor's instructions without permission.
- Keep your supervisor informed of your progress. Let him or her know if the job is taking more/less time than expected, if there has been a change in instructions or if there is any other situation that will affect the outcome of the job.
- Take all necessary safety precautions. Use the proper equipment.
- Clean all tools and equipment and return them to their proper place at the end of the day.
- Keep all storage areas locked to prevent theft.

11.11 Personal Appearance

Employees in all job positions are representatives of Conewago Holdings, and as such, are expected at all times to present a professional, business-like image to visiting clients, the public and co-workers.

There is a mandatory dress code for all field personnel. All field personnel (including shop/yard and garage employees) will be required to wear their long pants along with their choice of plain shirt with no logo or company shirt bearing our logo. Copying the Conewago logo onto non-company issued shirts is prohibited. The Company will provide field personnel with five (5) hi-vis Conewago shirts each year to wear. You have the option of purchasing additional shirts through the Company or you may rent uniforms through CINTAS, in which you can be eligible for payroll deduction for the rental fees. Wearing any clothing advertising any competitor of Conewago or any clothing with offensive language/material is strictly prohibited.

If you have any questions regarding appropriate dress, consult our HR Department. Any employee who does not meet the standards of appropriate dress for our work environment may be subject to corrective action.

11.12 Personal Visitors

You are not permitted to have visitors while at work. No one may enter our job sites, office or other facilities unless working for or conducting business with the Company. In a personal emergency situation, when someone must contact you, that person should first contact the dispatch office for approval before entering a job site or Company premises.

11.13 Off-Duty Conduct

While the Company does not seek to unduly interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests. Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation or credibility. If the Company determines that illegal or immoral off-duty conduct on the part of an employee adversely affects the legitimate business interests or the employee's ability to effectively perform his or her job, such conduct will not be tolerated and may result in discharge.

Certain activities, which obviously are not proper for employees include but are not limited to, employment with a competitor, use of the Company's time, facilities or equipment to engage in another business or occupation, and any outside activity which results in your losing time from work, being distracted from work, or otherwise performing unsatisfactorily or which could result in an appearance of conflict. You should consult with a Company Officer before engaging in any activity which might be covered by this policy.

We discourage full-time associates from holding other employment because we believe this can pose a safety problem, impair performance on the job and create possible conflicts of interest. Drivers who hold commercial driver's licenses and other equipment operators may not engage in any outside employment or activity that would conflict with mandated off-duty rest time requirements under applicable laws. Moonlighting during periods of leave or that prevents an employee from reporting to work on a timely manner is strictly prohibited unless authorized in advance, in writing by Human Resources. Violation of this policy shall lead to termination of employment.

11.14 Personal and Work Area Cleanliness

"Good housekeeping" is an important factor in providing safe, healthful and pleasant working conditions for everyone. Your responsibility is to keep yourself and your immediate work area neat and clean. This should be done both during the course of each working day, as well as at the end of each day.

11.15 Personal Property

Although Conewago is proud that the instances of petty theft or malicious mischief have been minimal, your personal property is your individual responsibility. Conewago cannot be responsible for either loss of or damage to personal belongings brought to the Conewago office or the jobsite.

11.16 Be Health and Safety Conscious

Our Company is vitally interested in the health and safety of each employee. But this is your concern, too. Observe and obey our safety rules. Report promptly to your supervisor any condition which you believe is unsafe or unhealthy and any on the job- or work-related injury.

Safety practices which the Company expects you to follow are described in our Safety Handbook. Employees must abide by these safety guidelines and any other safety policy. Please refer to this publication periodically.

11.17 Tobacco Policy

It is Conewago's policy to curtail the exposure of secondhand smoke to its employees during working hours and to promote healthier life habits for the well being of our employees.

For purposes of this policy, smoking is classified by the following means: cigarettes, cigars, chewing tobacco, e-cigarettes and vaping.

Areas in which smoking, chewing of tobacco is prohibited include:

- A) In any company building or within the fenced confines of our yard.
- B) Within any company vehicle or equipment
- C) Within the property lines of any Jobsite
- D) Any area specified by our Customer
- E) Any area specified by our Safety Director

Areas where smoking, chewing tobacco is permitted include:

- A) Company property - Employee parking lots outside of the fenced yard away from areas of pedestrian walkways and at least 30' away from any building.
- B) Jobsites - Areas outside the project's property lines

Smoking and chewing tobacco is only allowed during the regularly scheduled breaks approved by your Supervisor. Cigarette / cigar butts and chew are to be disposed of by the User; please do not throw cigarette butts or chewing tobacco on the ground. Be considerate of nonsmokers in the vicinity at all times.

All visitors, subcontractors and delivery personnel are expected to honor this Smoking Policy.

If an employee believes that this policy has been violated, he/she should immediately report the incident to his/her supervisor or a project superintendent. If these individuals are unavailable, or if the employee is uncomfortable speaking to either individual, the employee should immediately contact Human Resources. Employees who violate this policy are subject to corrective action.

11.18 Substance Abuse

General Policy. The Company is confident that its employees are well aware of the obvious dangers to them, their co-workers, customers and others, both inside and outside the workplace, and to the Company in general from employee use or abuse of drugs and alcohol. The Company, therefore, is committed to establishing and maintaining an alcohol-free and drug-free workplace. In an effort to attain this goal, the Company has adopted the following policy in connection with drugs and alcohol.

No employee shall illegally manufacture, possess, sell, dispense, distribute, use or have in his or her possession any illegal drug (or legal drugs used for unlawful purposes) while on or off duty.

No employee shall report to work, use Company equipment or conduct Company business while impaired or under the influence of a drug or alcohol. For purposes of this policy, the term "under the influence" means testing positive for any detectable use of any controlled substance or indicating the abuse of lawful substances. In the case of alcohol, under the influence means either: a) blood alcohol content of .02 or greater; or b) usage of alcohol to the point that it clearly impairs an employee's job performance. In the absence of a test result, documented observations of an employee's behavior/appearance may suffice to establish that the employee is under the influence of drugs or alcohol.

Possession or use of an illegal or controlled substance or alcohol also is prohibited while en route to work or during work hours.

Off-duty conduct involving drugs or alcohol that may impact the Company's reputation or which, in the Company's judgment, affects an employee's suitability for his or her position shall be grounds for disciplinary action up to and including termination.

Any employee having a reasonable basis to believe that another employee is in violation of this policy shall immediately report the facts and circumstances to his or her supervisor or to the HR Department.

Exception. Employees are permitted to consume moderate amounts of alcohol at Company-sponsored events or other business functions where alcohol is served; provided, it is the employee's sole responsibility to avoid intoxication. Intoxication or other unprofessional conduct during these events shall be treated as a violation of this policy and may warrant disciplinary action. In the event an employee ever believes that he or she is not safe to drive home from a business event, he or she may request that a taxi or designated driver be provided, and such transportation will be secured.

Medications. Employees may take over-the-counter medication or prescribed dosage of medication under the direction of a physician while on Company property, while using Company equipment, while conducting Company business or while on meal breaks or rest periods. When doing so, however, employees are responsible for being aware of any effect such medication may have on the performance of their job duties. If an employee is taking a medication that might affect the employee's ability to perform his or her job safely and efficiently, the employee must promptly report this to Human Resources. In these situations, the Company may require a certification from the employee's physician as a condition of returning to or continuing work.

When the Company determines, at its sole discretion, that an individual taking medication is unable to perform the essential functions of his or her current job under the circumstances safely, the Company may make reasonable accommodations including, but not limited to, placing such individual on a medical leave of absence or arranging for alternative work to be performed on a temporary basis.

Substance Abuse Testing. Employees may be subject to substance abuse testing at the direction of the Company in the following circumstances:

Reasonable Suspicion: When there is reasonable suspicion to believe that an employee is under the influence of controlled substances or alcohol, the employee will be asked by his or her supervisor to sign the consent form to undergo drug and/or alcohol testing. If an employee tests positive for use of controlled substances or for being under the influence of alcohol, the employee will be terminated. If an employee tests negative, the employee will be permitted to return to work. Decisions to require an employee to consent to reasonable suspicion testing will be based on the observations of at least two supervisory employees when feasible. For purposes of this policy, the term "reasonable suspicion" means circumstances or employee behavior indicating alcohol or drug use. It includes, but is not limited to (a) direct observation of alcohol or other drug use and/or the physical symptoms of being under the influence; (b) a pattern of abnormal conduct, incoherent mental state or erratic behavior that is otherwise unexplained; (c) a criminal arrest, investigation or conviction for a drug-related offense; (d) information provided either by credible sources or independently corroborated; (e) newly discovered evidence that the employee has tampered with a previously administered substance abuse test; (f) other actions or conduct that create reasonable suspicion that the employee may be under the influence of or abusing alcohol or drugs.

Post-accident: The same procedure for reasonable suspicion testing will be followed if an employee is involved in a work-related accident that requires the employee or another to receive professional care at an off-site medical facility or causes significant property damage or lost time. In cases where it is clear that the employee did not cause and could not have avoided the accident, post-accident testing will not be performed.

Random testing: The Company may require random substance abuse testing in order to monitor and ensure compliance by all employees with this policy. Employees will be notified of their random selection for testing under this policy. Once selected, an employee will be required to sign the consent form to undergo the required testing.

Pre-Job: Certain owners and construction managers require that all employees working on their projects be subject to substance abuse testing before coming on-site. If you are scheduled to start work on such a project, you will be notified of any testing requirements and expected to comply with them in a timely manner.

Failure to consent to the required test(s) and failure to cooperate with the prompt administration of testing under this policy is considered equivalent to a positive test and will result in termination. Testing will be performed by a licensed and certified laboratory. Any test samples or results that have been tampered with shall be treated as positive.

Search of Property. The Company expressly reserves the right to conduct searches of lockers, desks, equipment and personal property located in or on, or brought in or onto Company property, work sites or other equipment. All locks used on Company property or equipment must be issued by the Company and are the property of the Company. Refusal to cooperate with a search conducted under this provision will be considered to be a violation of this policy.

Voluntary Assistance. Employees are encouraged to voluntarily seek assistance for drug and alcohol-related problems before those problems affect their workplace performance. An employee's decision to voluntarily seek assistance for such problems will not be used as the basis for disciplinary action. However, the act of seeking assistance for such a problem will not lessen any disciplinary action for violations of Company rules that already are under investigation at the time an employee seeks assistance.

Employees who are given the opportunity to seek treatment and/or rehabilitation are expected to successfully complete such treatment and/or rehabilitation and to follow all prescribed after care. Employees who fail to complete treatment and/or rehabilitation, fail to successfully overcome their dependence or fail to follow all prescribed after care will not automatically be given a second opportunity to seek treatment and/or rehabilitation.

State Laws. Employees performing work in states other than Pennsylvania for substantial periods of time shall be tested in accordance with the laws of those states and this policy shall be deemed amended to be consistent with those laws on such projects.

Disciplinary Action. Any employee who violates the terms of this policy may be subject to disciplinary action up to and including discharge for a first offense. Nothing contained in this policy shall be construed as a waiver of the Company's right to take disciplinary action against

an employee under existing policies, procedures or work rules for unsatisfactory performance or misconduct. The use of or treatment for the use or abuse of drugs or alcohol will not be an excuse justifying poor work performance or misconduct. If an employee is suspended due to a drug/alcohol substance abuse violation, whether or not in rehabilitation, he or she may be required to some or all of their insurance premiums during the period of suspension. Please refer to Section 7.2 of this Handbook entitled "Continuation and Conversion of Health Insurance Benefits."

11.19 Be Alert to Security

Our job sites, Company premises and other facilities contain valuable machinery, equipment, furnishings, merchandise and other property. It is important, in order to protect your job and the jobs of everyone employed by our Company, that all employees pay close attention to the security of our facilities, as well as other property of the Company and the companies we are conducting business with. Notify your supervisor immediately if you see any suspicious or illegal activity of any kind, including the presence of strangers on our job sites or the Company premises.

11.20 Protect Your Assigned Equipment

You may be assigned special machinery, equipment, vehicles or tools for your work. These items in your care remain Company property. It is your responsibility to ensure that the full inventory of such assigned property is maintained. Loss or breakage must be reported to your supervisor immediately and documented on the back of your timecard. Preventative maintenance as outlined in the packet of information entitled "Daily Operator Required Maintenance" given out at the time of hire must be maintained.

11.21 Guidelines for Entering and Leaving

All employees must enter and leave Company jobsites and other premises through the employees' entrance. You may enter the premises no earlier than thirty minutes prior to the beginning of your shift, and you are required to leave the facility within thirty minutes following the end of your shift. Under no circumstance may you begin work prior to your scheduled start time or continue working beyond your scheduled end time without authorization from your Supervisor. If this occurs, be sure that your timecard accurately reflects all time worked. Except for these thirty-minute periods before and after your shift, you are not permitted access to Company jobsites and other Company facilities during off-duty hours. Exceptions to this rule will be permitted by the Company to attend to Company business.

11.22 Electronic Systems Policy

We depend on our information technology network to communicate, collaborate and deliver products and services to our customers. In the face of increasing difficulties, our IT

Department spends many more hours maintaining the integrity of our network, but ultimately all of us have an integral role to play.

Conewago's IT Department in conjunction with Management has developed policies and standards that establish consistent rules, responsibilities, and procedures throughout Conewago for the protection of our information technology network. These policies and standards are not only meant to address outside cyber-attacks, but also to ensure that our own employees don't intentionally or un-intentionally create problems internally.

These are policies that should be practiced on a daily basis:

1. Acceptable Use Policy – Everyone needs to understand what is expected when using company electronic systems and data. This includes understanding acceptable use of electronic communications such as email and the Internet; understanding your responsibilities regarding the use of Conewago confidential information; understanding your responsibility for using only authorized and licensed software. Some important items follow. This list is not intended to be all inclusive but is meant to serve as a guideline.
 - Conewago electronic systems and data are the property of Conewago and are to be used for business purposes only. Limited personal use is permitted; however, it must be restricted to breaks and lunch time only and may not disrupt business activity. Employees are responsible for exercising good judgment regarding appropriate personal use of company technology resources; do not access, send or receive any materials or communications that you would not be comfortable sharing with your co-workers. Excessive or inappropriate personal use shall be grounds for disciplinary action.
 - It is important to understand that employees who use company electronic systems do so without the expectation of privacy, as the use may be monitored by authorized personnel at the discretion of the company. Conewago Holdings, Inc. also audits company networks and systems on a periodic basis to ensure compliance with this policy.
 - Using company electronic systems to engage in harassment, defamation, adult entertainment, disclosure of confidential or proprietary information or any other illegal or inappropriate activity is prohibited and will lead to disciplinary action up to and including termination.
 - All computing devices must be secured with a password-protected screensaver. You must lock the screen or log off when device is unattended.
 - All computers are to be secured when unattended. Use a log-off that is password protected when you are leaving your workstation or office and always log-off when leaving for the day.
 - Company electronic communication systems must not be used to send or gain access to information inappropriate to the business environment, personal and group communications of causes or opinions, non-business related personal Weblogs, personal mass mailings, chain letter, similar misuse, or matters not connected to the company business.
 - Appropriate care must be taken to ensure the accuracy and appropriateness of messages sent through email, voice mail or other electronic communication systems.

- Email, voice mail, and other electronic communication no longer needed for current projects should be properly filed to protect the integrity of data and provide for efficient use of company resources.
 - Conewago licenses the use of computer software from a variety of outside companies and, unless authorized by the software dealer, does not have the right to reproduce it, except for backup purposes. Unauthorized downloading of software from the Internet is strictly prohibited.
 - Employees who maintain personal social media pages or blogs may not access them during working time and may not reference the Company, its customers or projects in social media that is accessible to the public unless specifically authorized to do so. All such postings and communications must be respectful, professional and may not adversely affect the Company or its customers.
2. Password Policy – Passwords are the key to protecting data on Conewago's network. Never write down your passwords or share them with anyone, not even your own manager or assistant.
 3. Virus Protection Policy – Protecting Conewago's computers and networks from viruses, worms and other harmful software require constant vigilance. Don't open emails or attachments unless they have clear subject lines and you know who sent them.
 4. Social Media/Internet Postings - This policy applies to both business and personal use of any Internet web site, multimedia site, social networking site (such as Facebook or Twitter), blog, or other site where text, photos, videos, audio files, or other content may be posted. All employees should exercise good judgment and common sense when accessing and using the Internet. Internet access and usage via Company-issued electronic devices must comply with the Electronic Communications and Access policy. Internet use, on the Company's time, is authorized to conduct Company business, with only limited personal use permitted as outlined in the Electronic Communications and Access policy. Employee use of the Internet should be consistent with, and not in violation of, the Company's policies, including the Anti-Harassment policy. The Internet must be used in a lawful manner. Any Internet Posting regarding the Company, current and potential employees, or customers, by any employee should be respectful and appropriate. Employees should avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, and threatening or intimidating, that disparage employees or clients, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or another other trait protected by law or Company policy.

When speaking or posting about the Company, or any aspect of the Company's business, employees should clearly identify themselves as an employee of the Company and include a disclaimer that the views expressed are the employee's own views and are not the views of the Company. Employee postings should reflect their personal point of view, not necessarily the point of view of the Company. When posting your point of view, you should neither claim nor imply

you are speaking on the Company's behalf, unless you are authorized in writing by a company officer to do so.

Employees should not misrepresent their identity when accessing and posting information and content on the Internet. Posting of any of the Company's non-public, confidential or proprietary information is prohibited.

Employees are legally responsible for their postings, which may subject employees to liability if posts are found to be defamatory, harassing, in violation of privacy rights, or in violation of any other applicable law. Employees also may be liable for postings that include confidential or copyrighted information belonging to third parties. Internet postings should respect copyright, privacy, fair use, financial disclosure, and other applicable laws.

Employees should not expect that they have privacy when making Internet postings. Even when content or postings are deleted or erased, it is still possible to retrieve and view that content or posting. Further, the use of passwords for security does not guarantee confidentiality. The Company reserves the right to request that employees remove postings that are in violation of this policy.

Nothing in this policy is intended to conflict with applicable laws, and employees are not prohibited from using social media to discuss their terms and conditions of employment. The Company will not construe or apply this policy in a manner that improperly interferes with or limits employees' rights under any state or federal laws, including the National Labor Relations Act.

Any employee who discovers a violation of this policy should notify the HR Manager. Any employee who violates this policy may be subject to discipline, up to and including termination.

Violation of Conewago's Electronic Information Security Policies and Standards is a serious offense and may cause disciplinary action up to and including termination.

Additional information on any of the Conewago's Information Technology Security Policies and Standards can be accessed from the IT Department. After reviewing these policies and standards, put them into practice. The consequences of not doing so could be enormous. Imagine losing all your files or the files of your work group because you failed to follow procedure. Imagine giving a thief access to all of your sensitive data because your password was taped to your computer or worse, you gave it to someone. Imagine losing your job.....violation of any of the policies could result in termination.

11.23 Cell Phones

Use Restrictions. All employees must ensure that their use of cell phones does not pose a safety hazard. Operators of commercial motor vehicles are strictly prohibited from using a cell phone while driving at any time, regardless if using a hands-free device. Drivers of Company-owned non-commercial vehicles must use a hands-free device if it is necessary to receive a call but may not place calls while driving. Under no circumstances should an employee place or receive a call on a cell phone while operating a vehicle if to do so would impair his or her ability to focus on driving or would otherwise violate any applicable law or ordinance prohibiting such

use. In such circumstances, the driver should pull over and place or receive the call from the side of the road.

Company Cell Phones. Standard policy is to issue a company cell phone to any employee whose position warrants the need to use a cell phone for business purposes. Phones are to be used for business related activities only. Excessive use of company cell phones for personal calls will not be tolerated. Personal calls, texting, emails or other electronic communications must be limited to non-working time only, e.g. breaks and lunch time. Usage will be monitored, and any violation of this policy will result in disciplinary action.

Personal Cell Phones. Personal cell phone use, including personal calls, texting, e-mail, social media or other electronic communications, must be limited to breaks and lunch time only. If you have a family emergency and need to leave your personal cell phone turned on, please notify your supervisor of this situation in advance. Any violation of this policy will result in disciplinary action.

In some cases, the company may deem it suitable for an employee to use their personal cell phone for business purposes. Any employee who uses their personal cell phone will be required to sign a document that authorizes the Company to remove any and all data from their phones upon termination, up to and including a complete remote wipe of the phone. The Company will make reasonable attempts to contact the user before removing all data from the personal phone. If an employee chooses not to sign the document the Company will decline access to corporate data on the user's personal device. All hardware costs and maintenance will be the responsibility of the personal user if they are not on the Company cell phone plan. If an employee wishes to use their personal cell phone for business purposes, please see Human Resources.

12.0 Our Responsibilities

Notwithstanding any other provision of this Handbook, all managerial and administrative functions and prerogatives entrusted to and conferred upon employers inherently, expressly, and by law, are retained and vested exclusively with our Company, including but not limited to, the right to exercise our judgment and discretion to take whatever action is necessary to operate the Company's business, protect its health, property, security, and general welfare; to reduce, contract out, sell, close down, or relocate the Company's operations or any part thereof; to hire, layoff, retire, direct, discipline, discharge, or increase the efficiency of the workforce in the manner and to the degree the Company deems appropriate; to set standards of productivity, maintenance, services, security, research and development; and in general, to take whatever other actions necessary in the Company's judgment and discretion to administer the Company's operations and direct its work force fairly and efficiently.

Although the Company from time to time expects to expand the benefits, services and policies summarized in this Handbook, we reserve the right to alter, amend, or discontinue any policy, work rule or benefit included in this Handbook. The failure of the Company to exercise any prerogative or function in a particular way shall not be considered a waiver of the Company's right to exercise such prerogative or function or preclude it from exercising the prerogative or function in some other way.

13.0 Employment Termination

If for any reason you should ever leave Conewago, it is our objective to make the separation as amicable as possible for us both.

13.1 Voluntary Resignation

Every Company must plan its future personnel needs if it is to operate efficiently. Should you decide to leave the Company, notify your supervisor in writing at least two (2) weeks in advance of your final day of work. Failure to do so will mean forfeiture by you of any accrued but unused vacation time and certain other benefits as noted in the Handbook.

13.2 Layoffs

Conewago strives to provide its employees with stable employment. Unfortunately, when business, economic or weather conditions dictate, we may periodically be forced to temporarily or permanently lay off portions of our workforce.

If layoffs become necessary, we take the following criteria into consideration when selecting affected employees: skill set, job performance, attendance and disciplinary record, length of service and our operational needs.

The Company recognizes two types of layoffs. A temporary layoff is one which is anticipated to last no longer than 60 days. A permanent layoff is one from which a return to work is uncertain or which is anticipated to last more than 60 days. Employees who are on temporary layoff may continue benefit coverage provided their weekly benefit premiums are kept current for a maximum of 60 days. After 60 days, employees will be able to continue health coverage through COBRA at full cost.

13.3 Unemployment Compensation

The purpose of our state's employment compensation law is to protect you and your family by providing financial assistance if you are out of work.

To qualify for unemployment compensation, you must be out of work through no fault of your own (i.e. you were laid off and actively looking for another job). If you were fired for cause or if you quit without a good reason, you will not be able to collect. How much you will be paid and for how long may vary according to current laws and your particular situation.

13.4 Exit Interview/Company Property

On your last day worked, you must return all Company property charged to you such as tools, funds, books, equipment, keys and other items. Clearing yourself of these personal accountabilities will expedite disbursing your final paycheck. The value of any property that is not returned or other amounts otherwise owed to Conewago shall be deducted from your final paycheck or other amounts otherwise payable to you (e.g. unused vacation), as permitted by law. Prior to receipt of your final paycheck, the HR Department or a Company Officer will conduct an exit interview with you. They will advise you on such matters as insurance and your final status, as well as collection of the above-mentioned Company property. They also will welcome your frank opinion on how we can improve our Company.

