EMPLOYEE HANDBOOK

Effective March 31, 2014
NOTHING CONTAINED IN THIS HANDBOOK IS INTENDED TO CREATE (NOR SHALL BE CONSTRUED AS CREATING) A CONTRACT OF EMPLOYMENT (EXPRESS OR IMPLIED) OR GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME OR FOR ANY SPECIFIC PROCEDURES OR TYPE OF WORK. EITHER YOU OR ADAMS CONSTRUCTION COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE.

PLEASE UNDERSTAND THAT NO SUPERVISOR, MANAGER, OR REPRESENTATIVE OF THE COMPANY OTHER THAN THE PRESIDENT HAS THE AUTHORITY TO ENTER INTO ANY AGREEMENT WITH YOU FOR EMPLOYMENT FOR ANY SPECIFIED PERIOD OR TO MAKE ANY PROMISES OR COMMITMENTS CONTRARY TO THE FOREGOING. ANY EMPLOYMENT AGREEMENT ENTERED INTO BY THE PRESIDENT SHALL NOT BE ENFORCEABLE UNLESS IT IS IN WRITING AND SIGNED BY THE PRESIDENT.

THE POLICIES, PROCEDURES, BENEFITS AND OTHER PROGRAMS CONTAINED IN THIS HANDBOOK MAY BE MODIFIED, AMENDED, OR CANCELED BY THE COMPANY AT ANY TIME, WITH OR WITHOUT NOTICE.
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INTRODUCTION

A. Welcome

Welcome to ADAMS CONSTRUCTION COMPANY! We are happy to have you join us here.

Our Company is a growing and progressive one. We believe in keeping our employees fully informed about our policies, procedures, practices, benefits, what employees can expect from the Company, and the obligations assumed as an employee of ADAMS CONSTRUCTION COMPANY. This practice is designed to provide fair treatment of employees. Our handbook provides employees with basic information to become familiar with the policies, procedures, practices and benefits of ADAMS CONSTRUCTION COMPANY and reflects a great deal of concern for the people who make it possible for the Company to exist .......its employees.

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

B. History

Adams Construction Company is one of the oldest asphalt paving firms in Virginia, founded by William B. Adams in 1946. Mr. Adams started out in 1920 with Sam Finley of Atlanta, Georgia—one of the founders of the asphalt paving industry.

Adams Construction Company performs asphalt paving for the highway construction industry in the states of Virginia and North Carolina. We also handle large commercial and residential paving projects, such as parking lots and private roads. Our asphalt plants, located throughout Virginia and Northern North Carolina, provide asphalt to other contractors who specialize in smaller paving projects (such as driveways and small parking lots).

Our customers range from municipalities to state departments of transportation, and from commercial developers to “big-box” retail sites.

C. Management Philosophy

It is the policy of ADAMS CONSTRUCTION COMPANY to adhere to the principles of individual recognition and direct and open communication with our employees. Our success as a Company is founded on the skills and effort of our employees. It is our policy to deal with our employees fairly and honestly and to respect and recognize each as an individual. We believe that open and frank discussion between employees and Management is the most satisfactory method of deciding matters that affect employees. Therefore, we do not believe that any third-party is necessary or desirable. We are a union-free Company and we are committed to maintaining that status through all legal means available.
D. Equal Employment Opportunity

ADAMS CONSTRUCTION COMPANY was built upon teamwork and equal opportunity. We will continue to be successful when people are treated fairly and allowed to advance and achieve their full potential. We are proud of the fact that we extend equal employment opportunities to all qualified individuals without regard to race, color, religion, sex, age, national origin, veteran status or disability, which if needing accommodation, may be reasonably accommodated as required by law. This applies to all terms and conditions of employment including, but not limited to, recruiting, hiring, selection for training, promotion, demotion, discipline, rates of pay or other compensation, transfer, layoff, termination, recall, use of all facilities, and participation in all Company-sponsored activities.

E. Employment-At-Will

We hope that each employee's period of employment at ADAMS CONSTRUCTION COMPANY will be a rewarding experience. However, we recognize that circumstances change with the passage of time and that some employees may seek opportunities elsewhere or choose to leave the Company for other reasons. Other employees may not fulfill the operational needs of the Company or changed circumstances may reduce available employment opportunities which may result in involuntary terminations. We sincerely hope that none of these situations occur, but realistically we have to acknowledge that the possibility does exist. Therefore, the right of the employee or the Company to terminate the employment relationship at-will is recognized and affirmed as a condition of employment. At-will means that both the employees and ADAMS CONSTRUCTION COMPANY have the right to terminate employment at any time, with or without advance notice, and with or without cause.

F. Policy on Harassment

ADAMS CONSTRUCTION COMPANY is committed to providing a work environment that is free of unlawful harassment of all types. Consistent with our policy of equal employment opportunity, harassment in the workplace based on a person's race, sex, religion, national origin, age, or disability will not be tolerated. Thus, ADAMS CONSTRUCTION COMPANY has a strict policy prohibiting unlawful harassment in any form, including sexual harassment, whether committed by other employees, Supervisors and/or third parties.

The harassment policy prohibits unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, particularly where:

1) submission by an employee to such conduct is made either explicitly or implicitly a term or condition of employment;

2) submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or

3) such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.
In addition, this policy prohibits offensive or unwelcome sexual propositions, verbal abuse of a sexual nature, graphic comments about an individual's body, sexually degrading comments, and sexually suggestive objects, pictures or other materials in the workplace.

Each Supervisor is responsible for ensuring that the Company's work environment is free of harassment, whether sexual or otherwise. In addition, all employees are responsible for respecting the rights of their co-employees.

Any employee who believes he or she has experienced unlawful job-related harassment should report any such harassment promptly to his or her Supervisor. Should any employee believe it would be inappropriate to discuss the matter with his or her Supervisor, the employee may report it directly to the Human Resource office, or any member of Management.

Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and appropriate corrective action taken if warranted. If the Company determines that any employee has violated this harassment policy, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment. We will periodically follow-up with the complainant to ensure that the actions taken by the Company have remedied any problems and that the issues that prompted the complaint have not recurred.

ADAMS CONSTRUCTION COMPANY prohibits any form of retaliation against an employee for making a bona fide complaint of harassment under this policy or for assisting in a complaint investigation.

G. Drug and Alcohol Policy

ADAMS CONSTRUCTION COMPANY has an obligation to its customers and the general public to conduct its operations safely and efficiently. With this commitment and obligation in mind, ADAMS CONSTRUCTION COMPANY is reaffirming its policy regarding alcohol and drug abuse. The Company is also reaffirming its willingness to assist employees with alcohol or drug related problems to find the appropriate treatment for rehabilitation and recovery.

In accordance with our drug and alcohol abuse policy, we reemphasize to our employees (and employees of other companies and contractors) that the abuse of drugs and alcohol poses a serious threat to the safety of our employees and to the Company's operations. Accordingly, the use, possession, being under the influence or having a detectable presence of drugs or alcohol in one's system (except where expressly authorized) or manufacture, distribution or sale of such substances on Company premises or on-the-job, or off-the-job abuse of such substances which adversely affects or threatens to adversely affect an employee's job performance or other Company interests is prohibited.

"Drugs" and "alcohol" include any substance with the potential to produce the effects of intoxication and/or the potential to produce physical, mental, emotional or behavioral changes which could adversely affect an employee's ability to perform his job safely and efficiently. This
prohibition includes any prescription or over-the-counter drug unless an employee's possession and use of such drug on Company premises, or on-the-job, is expressly authorized. The term "Company premises" is used in its broadest sense and includes all land, property, buildings, structures, cars, trucks, and all other means of conveyance owned or leased by the Company, or otherwise being utilized for Company business. The term "on-the-job" includes paid and unpaid meal periods during the business day, and paid working time and paid overtime.

Drug and Alcohol Testing will be conducted in accordance with the Department of Health and Human Services (DHHS) guidelines. The Company may choose to do specimen collections in-house or utilize the services of an outside source, which may be a doctor's office, clinic, hospital or other facility that meets security requirements as specified by DHHS guidelines.

Refusal to test will be handled the same as a verified positive result.

To further insure safe and healthy working conditions, ADAMS CONSTRUCTION COMPANY may request an employee to participate in drug or alcohol testing for justifiable reasons, including but not limited to:

- a) Pre-employment testing
- b) Reasonable suspicion testing
- c) Post-accident testing
- d) Periodic and unannounced testing
- e) Random testing
- f) Rehabilitative testing

Employees who have drug and/or alcohol abuse problems are encouraged to seek assistance through appropriate community agencies. ADAMS CONSTRUCTION COMPANY will take no disciplinary action against an employee who voluntarily seeks such assistance prior to the Company's determination that the employee is violating this policy. The existence of, or employee participation in, an employee-assistance program does not, however, relieve any employee from compliance with the terms of our policy or other applicable standards governing performance and conduct. Employees who violate our Drug and Alcohol Abuse Policy will be subject to disciplinary action, up to and including termination, and may be allowed to participate in an approved treatment program as an alternative to termination. Employees of independent contractors and temporary agency employees who violate this policy will not be allowed to perform additional services on behalf of ADAMS CONSTRUCTION COMPANY.

The Company also reserves the right to take other justifiable measures, including the inspection of all Company premises and the personal property of employees on Company premises in order to insure compliance with this policy. Participation in such testing and inspection is voluntary, but employees who refuse shall be deemed in violation of this policy which will result in
termination of employment. Contractor employees who refuse shall not be permitted to perform further work for ADAMS CONSTRUCTION COMPANY.

All records and information obtained by the Company regarding alcohol and drug testing, the test results and treatment of employees for chemical dependency will be confidentially maintained by restricting access on a need to know basis to those designated by Management.

Your cooperation in the enforcement of this policy will assist the Company in providing you and your fellow employees with a healthy and safe work environment.
A. Categories of Employees

For purposes of salary administration and eligibility for overtime payments and employee benefits, ADAMS CONSTRUCTION COMPANY classifies its employees as follows:

**Full-time regular employees:** Employees hired to work ADAMS CONSTRUCTION COMPANY’S normal, full-time, forty hour workweek on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below. Full-time employees are entitled to the benefits stated in this handbook provided they qualify for each individual benefit.

**Part-time regular employees:** Employees hired to work fewer than twenty-nine hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below. Part-time employees are not eligible for benefits.

**Temporary employees:** Employees engaged to work full-time or part-time with the understanding that their employment will be terminated no later than on completion of a specific assignment. Such employees may be "exempt" or "nonexempt" as defined below. Employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of ADAMS CONSTRUCTION COMPANY. Temporary employees are not eligible for benefits.

**39-Week Employees:** Employees who are in positions, which typically “laid off” during the winter months. Annual benefit premiums are divided over a 39 week period, in order to assist with premiums during the lay-off weeks. During lay-off period, employees are considered “inactive” and not “terminated”. They maintain their benefits and seniority.

**52-Week Employees:** Employees who typically work year round and not historically subjected to lay-off during the winter months. Annual benefit premiums are divided over a 52 week period.

**Nonexempt employees:** Employees who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and law hours.

**Exempt employees:** Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. Executives, professional employees, outside sales representatives, and certain employees in administrative positions are typically exempt.

You will be informed of your initial employment classification as an exempt or nonexempt employee upon employment. If you change positions during your employment as a result of a promotion, transfer, or otherwise, you will be informed by Management of any change in your exemption status.
B. Working Hours

The standard workweek for full-time employees is forty (40) hours within the period from 12:01 a.m. Sunday until 12:00 midnight the following Saturday. Normal work hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. All employees are to check with their Supervisor for their scheduled hours of work. Salaried employees are expected to work an average of fifty (50) hour work weeks.

The Supervisor will inform employees of scheduled break and/or lunch periods. Employees are expected back at their work location ready to start work at the end of each scheduled break and/or lunch period.

C. Severe Weather Conditions and Emergency Closings

**Offices:** Inclement conditions that prevent employees from reporting to work are a situation over which the Company has no control. Therefore, in fairness to all, if the offices are open but attendance “optional”, non-exempt employees who do not work will not be paid for their time off unless they make up the lost time during the same pay period or use a vacation day.

**Crews/Plants:** If the weather is unsuitable for work, each hourly pay employee is to be given two (2) hours “reporting time” and the crew will be expected to stay on the job site for the duration of the two hour period, in case the weather improves to the point that the days work can proceed.

In the event that the crew is able to work that day, they will be paid the number of hours they work including the two (2) hours they waited, if they did actually wait the two (2) hours. If the decision is made to go ahead and work before the two hours have elapsed, they will be paid for all hours they worked, but in no case is the two (2) hour “waiting time” to be added to the full days work.

For example, if the crew reports to work at 7 a.m. and the normal work day is 10 hours, and the crew waits until 8:30 a.m. for the weather to improve, and they work until 5:30 p.m., the normal quitting time, they are to be paid 10 hours, even though they only physically worked 8.5 hours.

No employee is to be paid for any hours or days when he/she is unable to work due to weather beyond the two (2) hours “reporting time”, unless authorized in writing by the president, a vice president or an area manager. This written authorization is to be given to the Payroll Clerk for guidance in preparing the payroll. No verbal instructions will be accepted for the authorization of additional time by the Payroll Clerk.

There will be no guarantee of any particular number of hours given on a weekly basis to any hourly paid employee except as provided in the paragraph above. Should any hourly paid employee be guaranteed a certain number of hours on a weekly basis, the person authorizing this is to advise the Payroll Clerk, in writing, with copies to the company president and the controller/treasurer.
D. Recording Time Worked

Government regulations require that the Company keep an accurate record of time worked by employees in order to calculate pay and benefits. Depending on your work location, some hourly employees are required to punch in when they report to work and punch out when they leave the premises or break for lunch. Other hourly employees are required to maintain accurate time cards to document their beginning and ending work times.

It is the employee's responsibility to sign his/her time record/card to certify the accuracy of all time recorded. Employee's direct Supervisor will review and then initial the time record before submitting it for processing. In addition, if corrections or modifications are made to the time record, both the employee and direct Supervisor must verify the accuracy of the changes by initialing the time record.

It is a violation of Company policy for any employee to punch in/out another employee's time card, alter another employee's time card or alter his/her own time card without permission.

If an employee has a question concerning his/her time card, he/she should discuss the matter with his/her Supervisor.

E. Overtime

Employees may be scheduled to work overtime when operating requirements or other needs cannot be met during regular working hours. Whenever possible, advance notification will be provided. If determined necessary, overtime work will be authorized by Management beyond an employee's standard workweek. Non-exempt employees will be paid overtime compensation in accordance with federal and state wage and hour provisions. Overtime pay is based on actual hours worked. Time off for vacation leave, sick leave, a Company-observed holiday or any leave of absence will not be considered as hours worked when computing overtime.

Any employee who fails to work scheduled overtime or works overtime without prior authorization from Management may be subject to disciplinary action, up to and including termination of employment.

F. Pay Procedures

You will be paid on Fridays for all hours worked the preceding week. Adams Construction Company requires all employees to enroll in Direct Deposit.

G. Garnishment of Employee Wages

Garnishments are court orders requiring an employer to withhold specified amounts from an employee's wage for payment of a debt owed by the employee to a third party. State law requires the Company to honor garnishments of employee wages (including child support) as a
court or other legal judgment may instruct. The law also provides for an administrative fee to be charged when a garnishment occurs.

H. Pay at Time of Separation of Employment

The Company will determine if the terminating employee has any outstanding debt owed to the Company and whether the individual has in his/her possession any uniforms, tools, keys, safety equipment, manuals or other Company property. Upon completion of a full accounting of the employee's and the Company's accounts as determined by the Company, a final pay check for time worked (less deductions) will be issued to the employee on the next regular pay day in accordance with applicable federal and state law. The Company will issue a check designated as the final payment for all services rendered. The final check will not reflect any time not actually worked.

Upon resignation or termination, the employee should contact the Human Resources Department for possible conversion of group insurance and to address any financial issues. Any employee terminating employment is expected to return any Company property in his/her possession.

Employees who are terminated either voluntarily or involuntarily will be paid for any unused vacation days.
The Company provides a well-balanced program of benefits designed to meet the needs of employees and provide protection from financial hardship. These benefits will be reviewed periodically to assure that they keep pace with area practice.

The information contained in this handbook regarding employee benefits is not a contract to provide these benefits to any employee. The eligibility requirements of these benefits are described in the summary plan documents and/or benefits booklets. Full-time employees are eligible for benefits provided by the Company if they meet specific requirements.

The term of the benefit plans described are subject to change at any time by the insurer(s) or ADAMS CONSTRUCTION COMPANY. Be sure to keep information regarding any changes to the handbook. Questions concerning benefits and/or insurance claim information should be directed to the Human Resource office.

A. Continuous Service Date

So that the Company can maintain a record of the benefits for each employee, a continuous service date will be established for each full-time employee. The continuous service date will be the employee's first day of employment as a full-time employee and will continue uninterrupted as long as he/she remains a full-time employee of ADAMS CONSTRUCTION COMPANY.

B. Vacation

The Company recognizes that employees need a scheduled time away from normal work duties for their personal well being and, therefore, grants annual vacation with pay per the following schedule:

After an employee, salaried or hourly, has been employed by the Company for one (1) year (or a full season) he/she will be entitled to five (5) days, (40) hours, of paid vacation. After two (2) continuous years (without a break in service) the employee will be entitled to two (2) weeks (80) hours of vacation annually. Employees with ten (10) years of service are entitled to three (3) weeks vacation, with one (1) week required to be taken during the winter months (at the discretion of your immediate Supervisor or officer of the Company).

Vacation may be taken at any time during the year after eligibility with the following provisions:

- Employees are expected to take their paid vacation time as a means of rest and diversion for themselves and their families.
- Vacation must be approved in advance by employee's Supervisor.
- Unused vacation time will not be carried over into the next vacation year.
- Any vacation days not taken by the end of the vacation year, will be paid to the employee.
- Once an employee has accrued 3 weeks of vacation one (1) week required to be
- taken during the winter months (at the discretion of your immediate Supervisor or Area Manager).
- Vacation leave will be allocated as follows:
  - January 1 1st week
  - June 1 2nd week
  - Dec 1 3rd week
- A holiday observed by the Company that falls during the vacation period will be considered as a paid holiday and not vacation time. This day of vacation may be taken at another time as approved.
- Vacation may be taken instead of sick leave (see Sick Leave Policy).
- Job requirements will always have precedence over the vacation schedule.
- Length of service will be considered in the event a conflict of vacation schedules arises.

The following provisions apply with regard to vacation pay:

- Pay for vacation time will be at the employee's base rate of pay.
- Paid vacation time will not be considered as time worked for the purpose of computing overtime.
- Employees who are terminated either voluntarily or involuntarily will be paid for any unused vacation days.

C. Observed Holidays

The Company normally recognizes the following holidays; however, the Company may decide to schedule work on a holiday depending upon job requirements.

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

The following provisions apply with regard to holidays observed by the Company:

- When a recognized holiday falls on a Saturday or Sunday, its observance will be at Management's discretion.
- Full-time employees who have completed at least 1000 hours of continuous employment are eligible for holiday pay.
- Full-time employees will be paid eight (8) hours Holiday Pay.
- An employee must also work the regularly scheduled work days before and after a holiday to be eligible for holiday pay.
- Paid holiday time will not be considered as time worked for the purpose of computing Overtime.
D. Sick Leave

Our Employee Benefits Program includes paid sick leave to full time employees who have worked for the Company one (1) year. After one year of service, this leave accrues at the rate of one day (eight hours) per month worked and may be accumulated and carried over from year to year up to a maximum accrual of 30 days (240 hours). This is a company-paid employee benefit to be used in cases of illness or disability.

Sick leave may only be used for an employee’s illness following two (2) consecutive days of absence. The employee will be required to submit a doctor’s certification of any illness or disability confirming a legitimate use of leave. Failure to provide the required certification will result in loss of sick leave pay. The Company reserves the right to request a second medical opinion.

No sick leave will be paid without the receipt of a doctor’s certification. A doctor’s certification must be submitted upon returning to work in order to receive sick leave.

No sick leave will be paid out for a single day’s absence. Employee’s may take leave without pay or utilize available vacation time.

Any unusual situation that might arise should be presented to your immediate supervisor and approved by an officer of the Company for resolution.

Refer to Company’s Attendance Policy
E. **Family Medical Leave**

In accordance with the Family and Medical Leave Act of 1993, as amended ("FMLA"), ADAMS CONSTRUCTION COMPANY ("the Company") provides family and medical leave to employees as follows:

**Reasons For Taking Leave**

1. An eligible employee shall be entitled to a total of 12 workweeks of leave during a “rolling” 12-month period measured backward from the date an employee uses FMLA leave for one or more of the following:

   (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter, and because of the placement of a son or daughter with the employee for adoption or foster care.

   (b) In order to care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.

   (c) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

   (d) Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty in a foreign country (or has been notified of an impending call or order to covered active duty in a foreign country) in the National Guard, Reserves, and the Regular Armed Forces in support of a contingency.

   (e) In order to provide "parental care" to a servicemember's parent who is incapable of self-care when the care is necessitated by the servicemember's covered active duty. The eligible employee must be the spouse, son, or daughter of the servicemember.

2. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a member of the Armed Forces, including covered veterans, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness is entitled to a total of 26 workweeks of leave during a single 12-month period.

   (a) A "covered veteran" is an individual discharged or released any time during the 5-year period prior to the first date of the employee's FMLA leave to care for the covered veteran.

   (b) A "serious injury or illness" for a current servicemember includes injuries or illnesses that existed before the beginning of the member's active duty
and were aggravated by service in the line of duty on active duty in the Armed Forces.

(c) A "serious injury or illness" for a covered veteran means an injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is:

(i) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating;

(ii) A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating ("VASRD") of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave;

(iii) A physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or

(iv) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

3. During the single 12-month period described in paragraph 2, an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs 1 and 2. Nothing in this paragraph will limit the availability of leave under paragraph 1 during any other 12-month period.

4. Employee's entitlement to FMLA leave for birth or placement of a child expires 12 months after the birth or placement of the child.

Eligibility Requirements

An employee must be employed by the Company at least one year and have worked at least 1,250 hours during the previous 12 months.

Leave Taken Intermittently or on a Reduced Leave Schedule

1. An employee may take intermittent leave or may work a reduced leave schedule due to health or health care reasons when medically necessary.

2. A new parent may not take intermittent leave or work a reduced schedule.
3. If an employee is taking intermittent leave, or leave on a reduced leave schedule, the Company temporarily may reassign such employee to an alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular position of the employee.

4. Intermittent leave time is calculated as the amount of time that is actually taken. In other words, the Company will not require an employee to take more leave than necessary for the qualifying reason for the absence.

FMLA Leave for Spouses employed by the Company

1. In any case in which a husband and wife are both entitled to leave, the combined total number of workweeks of leave both may take is limited to 12 workweeks during a 12-month period, if such leave is taken for the birth or placement of a new child or to care for a sick parent.

2. The combined total number of workweeks of leave that a husband and wife may take is limited to 26 workweeks during the single 12-month period if the leave is to care for a servicemember or is a combination of caring for a servicemember and for the birth or placement of a new child or to care for a sick parent.

Notice of Need for FMLA Leave

1. An employee must provide a minimum of 30 days’ advance notice when the need for leave is foreseeable.

2. When the need for leave is not foreseeable, the employee must provide as much notice as is practicable under the circumstances.

3. In any case in which the necessity for leave under paragraph (A)(1)(d) is foreseeable, whether because the employee’s family member is on covered active duty, or because of notification of an impending call or order to covered active duty in support of a contingency operation, the employee must provide such notice to the Company as is reasonable and practicable.

Certifications

1. All employees who are taking FMLA leave are required to submit a Certification form, which is available from Human Resources.

2. The Certification must be returned within 15 days. Failure to return the Certification in a timely fashion may result in the delay or denial of the leave.

3. Employees will be required to re-certify the health condition from time to time such as when the employee requests or requires an extension of the leave, if the circumstances of the leave change, or for other justifiable reasons.
4. The Company reserves the right to require at Company expense a second Certification. If the first and second Certifications differ, the Company may require a third Certification at Company expense, which will be controlling.

**Benefit Protection**

1. If an employee is currently covered under the Company’s health benefits plan, these benefits will be maintained during the approved FMLA leave. Employees will be required to pay their portion of all benefit premiums on a monthly basis. Payment must be received by the Human Resources Department no later than the 20th day of the month. Non-payment of more than 30 days may result in termination of coverage.

2. Employees on FMLA leave will not lose eligibility/entitlement to any benefits/employment programs accrued prior to the day the leave commenced.

3. PTO will not accrue during FMLA leave. Pay for holidays, jury duty or bereavement will not be granted unless the employee meets the condition of the applicable policies to be paid.

**Paid and Unpaid FMLA Leave**

1. The Company will require the use of all accrued but unused paid leave (vacation, sick leave, personal leave, if applicable to the case, etc.) prior to any unpaid leave. The FMLA leave time frame will not be increased by the length of any paid leave (paid leave and unpaid FMLA leave cannot be stacked to increase leave time; instead, such leave must run concurrently). Any paid sick or other leave due to a serious health condition will be designated as FMLA leave and will be counted against the employee's annual FMLA entitlement. In addition, any workers' compensation or other disability leave resulting from a serious health condition will be designated as FMLA leave. In other words, all FMLA-qualifying paid leave will be designated as FMLA leave and count against an employee’s entitlement.

**Return to Work**

1. All employees on FMLA leave must his/her immediate supervisor at least 4 days prior to returning to work.

2. Employees who are on FMLA leave for their own serious health condition must submit a fitness for duty report to his/her supervisor before returning to work.

3. Upon return from an approved FMLA leave, an employee will be restored to his or her original or an equivalent position with equivalent pay and benefits.

4. Certain “key employees” may be denied job restoration at the conclusion of the leave.
5. Failure of an employee to return to work after the exhaustion of leave will be addressed in accordance with the Company’s attendance policies.

Initiating A Request For FMLA Leave

As soon as an employee is aware of the possibility of an FMLA leave request, the matter should be discussed with the employee’s supervisor, who will provide the employee with the necessary paperwork to be completed by the employee and/or the employee’s health care provider. If the employee provides sufficient notice of the need for leave, the Company may conditionally designate the leave as FMLA-qualifying pending the receipt of a Certification from the employee’s health care provider. The final determination as to the request for leave will be made upon receipt of the Certification.

F. Jury/Witness Duty

Any employee who is serving on jury duty or any person, except a defendant in a criminal case, who is summoned or subpoenaed to appear in court will be excused from work during the time they serve or appear in court, including travel time. Such employees are expected to return to work at the conclusion of their service if the employee will be able to work for four (4) hours or more in that regular work day; provided, however, that no person who is summoned and appears for jury duty for four or more hours, including travel time, in one day shall be required to start any work shift that begins on or after 5:00 p.m. on the day of appearance for jury duty or begins before 3:00 a.m. on the day following the day of appearance for jury duty.

The employee will be compensated for the difference between the amount received for service as a juror or appearance pursuant to subpoena as set forth above, and the amount of wages, computed at base rate, for the period of such court duty upon presentation of proper evidence as to court duty and the amount of compensation received, if any.

Court duty pay will not apply to any employee subpoenaed to appear as a defendant in a criminal case.

G. Voting

The Company encourages its employees to vote in every election; however, time off is not provided for voting with or without pay. Employees should plan to vote prior to or following normal work hours.

H. Military Leave

Leaves of absence without pay for military or Reserve duty will be granted to full-time and part-time employees. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you should submit copies of your military orders to your Supervisor as soon as is practicable. You will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. If you are a reservist or a member of the National Guard, you will be granted time off
without pay for required military training. Your eligibility for reinstatement after your military
duty or training is completed will be determined in accordance with applicable federal and state
laws.

I. Leave of Absence

Due to lack of work, the Company may require an employee to take an unpaid leave of absence.
The length of the Company initiated leave of absence may vary.

During any approved leave of absence the following provisions apply:

• The employee is responsible for the payment of all insurance premiums for
  his/her individual coverage and dependent health insurance coverage. This
  money should be paid to ADAMS CONSTRUCTION COMPANY by the first
day of each month that the employee is on approved leave of absence.
• The employee will retain his/her original employment date (continuous service
date) showing no interruption in service.
• The employee will retain his/her membership in the Company's 401(k)
  Retirement Savings Plan up to the amount of time allowed in the Plan.
• Vacation leave cannot be accrued during an approved leave of absence.
• If an employee accepts other employment, all of his/her benefits with the
  Company will be terminated.
• Any leave of absence is without pay.

J. Health Insurance

ADAMS CONSTRUCTION COMPANY provides full-time employees with health insurance
coverage for those who wish to participate in this plan. The employee coverage is paid for by
both the Company and employee. The plan is effective after 6 months (beginning 10/1/2014, 60
days) of continuous service. Dependent health insurance is available to those employees who
wish to participate. Your contribution toward the cost of the dependent health insurance is
handled through payroll deduction. Please refer to your Health Insurance Booklet which
describes the details of the plan.

K. Dental Insurance

ADAMS CONSTRUCTION COMPANY provides full-time employees with dental insurance
coverage for those who wish to participate in this plan. The employee coverage is paid for by the
Company. The plan is effective after 6 months (beginning 10/1/2014, 60 days) of continuous
service. Dependent health insurance is available to those employees who wish to participate.
Your contribution toward the cost of the dependent health insurance is handled through payroll
deduction. Please refer to your Health Insurance Booklet which describes the details of the plan.
L. Health Savings Account

A Health Savings Account is a tax-advantaged account that works with your HSA-compatible health plan. Save and pay for qualified medical expenses tax-free with an HSA — Including doctor’s visits, prescriptions, dental and vision expenses, and more. Funds in your account carry forward year after year and yours to keep. There is no time frame for spending the funds, and you can save and invest them for retirement.

Eligibility to Open an HSA:

• You and your dependents must be covered by an HSA-compatible health plan, and cannot be covered by any other medical plan that is not an HSA-compatible plan (i.e., covered under a spouse’s plan that isn’t a CDHP).

• You and your dependents must not be enrolled in Medicare.

• You must not be eligible to be claimed as a dependent on another individual’s tax return.

• You must be a U.S. resident.

• If you are a veteran, you may not have received veterans’ benefits within the last three months.

• You must not be active military

You may open and contribute to your HSA account, on a pre-tax basis, at any time, as long as you are enrolled in an HSA-Compatible Health Plan. Adams Construction will open new accounts and/or change deductible amounts on the 1st of the month.

The IRS sets maximum contribution limits each year. For 2014, the maximum is $3,300 for single and $6,550 for family coverage.

Visit www.wellsfargo.com/hsa for more information
M. Continuation of Group Health Insurance (COBRA)

On April 7, 1986, a federal law was enacted (Public Law 99-272, Title X) requiring that most employers 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. This notice is intend to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provision of the law. Both you and your spouse should take time to read this notice carefully.

If you are an employee of the Company (the "Employer") covered by the Group Health Insurance Plan (the "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).

If you are the spouse of an employee covered by the Plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the Plan for any of the following four reasons:

1. The death of your spouse;
2. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment with the Employer;
3. Divorce or legal separation from your spouse; or
4. Your spouse becomes entitled to Medicare.

In the case of a dependent child of an employee covered by the Plan, he or she has the right to continuation coverage if group health coverage under the Plan is lost for any of the following five reasons:

1. The death of the employee;
2. A termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment with the Employer;
3. The employee's divorce or legal separation;
4. The employee becomes entitled to Medicare; or
5. The dependent child ceases to be a "dependent child" under the Plan.

Under the law, the employee or a family member has the responsibility to inform the Employer of a divorce, legal separation, or a child losing dependent status under the Plan within 60 days of the date of the event.

When the Employer is notified that one of these events has happened, the Employer will in turn notify you that you have the right to choose continuation 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 Employer that you want continuation coverage.

If you do not choose continuation coverage on a timely basis, your group health insurance coverage will end.

If you choose continuation coverage, the Employer is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain continuation of coverage for 36 months unless you lost group health coverage because of termination or employment or reduction in hours. In that case, the required continuation coverage period is 18 months. This 18 months may be extended for affected individuals to 36 months from termination of employment if other events (such as a death, divorce, legal separation, or Medicare entitlement) occur during that 18 month period.

In no event will continuation coverage last beyond 36 months from the date of the event that originally made a qualified beneficiary eligible to elect coverage. The 18 months may be extended to 29 months if a qualified beneficiary is determined by the Social Security Administration to be disabled (for Social Security disability purposes) at any time during the first 60 days of COBRA coverage. This 11 month extension is available to all individuals who are qualified beneficiaries due to a termination or reduction in hours of employment.

To benefit from this extension, a qualified beneficiary must notify the Employer of that determination within 60 days and before the end of the original 18 month period. The affected individual must also notify the Employer with in 30 days of any final determination that the individual is no longer disabled.

A child who is born to or placed for adoption with the covered employee during a period of COBRA coverage will be eligible to become a qualified beneficiary. In accordance with the terms of the Plan the requirements of federal law, these qualified beneficiaries can be added to COBRA coverage upon proper notification to the Employer of the birth or adoption.

However, the law also provides that continuation coverage may be cut short for any of the following five reasons:

1. The Employer no longer provides group health coverage to any of its employees;
2. The premium for continuation coverage is not paid on time;
3. The qualified beneficiary becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any preexisting condition he or she may have;
4. The qualified beneficiary becomes entitled to Medicare;
5. The qualified beneficiary extends coverage for up to 29 months due to disability and there has been a final determination that the individual is no longer disabled.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) restricts the extent which group health plans may impose pre-existing limitations. These rules are generally
effective for plan years beginning after June 30, 1997. HIPAA coordinates COBRA's other coverage cut-off rule with these new limits as follows: If you become covered by another group health plan and that plan contains a pre-existing condition limitation that affects you, your COBRA coverage cannot be terminated. However, if the other plan's pre-existing condition rule does not apply to you by reason of HIPAA's restrictions on pre-existing condition clauses, the Plan may terminate your COBRA coverage.

You do not have to show that you are insurable to choose continuation coverage. However, continuation coverage under COBRA is provided subject to eligibility for coverage; the Employer reserves the right to terminate your Cobra coverage retroactively if you are determined to be ineligible.

Under the law, you may have to pay all or part of the premium for continuation coverage. There is a grace period of at least 30 days for payment of the regularly scheduled premium. The law also provides that, if the Plan permits an employee to convert to individual insurance coverage when his group health insurance coverage is terminated, at the end of the continuation coverage period you must be allowed to enroll in an individual conversion health plan provided under the Plan (unless your continuation coverage was cut short for one of the reasons described above).

N. Life Insurance

Life insurance is available to all full-time employees. Premiums for group life insurance are paid 100% by the Company. This coverage becomes effective after 1 year of continuous service. Information will be provided together with the group health insurance booklet. Questions regarding group life insurance should be directed to the Human Resources Department.

O. 401(k) Retirement Savings Plan

This program enables employees to save for retirement on a pre-tax basis. ADAMS CONSTRUCTION COMPANY will match your contribution for the fiscal year, as follows:

- 100% - Up to 3% of your Gross Income
- 50% - 3.1% to 5% of your Gross Income

Employees are auto-enrolled at 1% in the 401(k) Retirement Savings Plan following one (1) year of continuous service and are at least 21 years of age. Questions about this retirement plan should be directed to the Human Resources Department.

P. Social Security

Social Security provides benefits for employees and their families as specified by law in the event of retirement, hospitalization after age 65 (Medicare), total and permanent disability before age 65, and death at any time. The Company matches the amount of Social Security Taxes paid by each employee. Contact the local Social Security Office for details.
Q.  Workers’ Compensation

Employees of ADAMS CONSTRUCTION COMPANY are covered by Workers' Compensation insurance which is purchased by the Company. This insurance provides compensation to an employee for lost wages caused by illness, accidental injury, or death suffered in the course of or as a result of his/her employment with the Company in accordance with the laws of the State of Virginia.

**Eligibility:** Eligibility for benefits under Workers' Compensation insurance is automatic and is effective on date of hire.

**Reporting:** A report must be filed within twenty-four (24) hours of the onset of illness or injury. Failure to report may result in disciplinary action and possible loss of benefits.

**Benefits:** Worker's Compensation benefits provide weekly payments based upon a statutorily specified amount of the employee's regular earnings as well as payments for medical and hospital expenses arising out of an occupational illness or injury.

**Wage Continuation:** On the first day of the accident where injury has resulted and the employee cannot return to work that same day, the Company will pay the employee up to eight (8) hours for that day.

**Effect on Continuous Service Date:** Any time lost by an employee due to an occupational illness or injury covered by Worker's Compensation insurance will be credited as active service for all Company benefits.

R.  Unemployment Compensation

In the event of a separation from employment, you may be eligible for unemployment compensation. This benefit is provided in accordance with Virginia law and paid for by the Company.

S.  Employee Assistance Program

The company recognizes that the state of an employee’s health affects his job performance, the kind of work he can perform, and may affect his opportunities for continued employment.

This program offers confidential, qualified help for personal, legal and financial difficulties. The program can assist troubled employees and their family members having difficulties with family, marital problems, and interpersonal problems.

Referral to this program can be done through your Supervisor or the Human Resources office.
A. Confidentiality

ADAMS CONSTRUCTION COMPANY is engaged in a business which requires that a strict code of confidentiality of information be maintained. If, during their employment, employees acquire confidential or proprietary information about the Company or its clients, such information is to be handled in strict confidence and not to be discussed with outsiders. Employees are also responsible for the internal security of such information. No employee will store information outside of the Company (either in written or electronic form) about any matter pertaining to the conduct of the Company's business. Lack of discretion in these matters is looked upon as a very serious matter. Any employee failing to abide by this policy will be subject to disciplinary action, up to and including termination of employment.

B. Attendance

Dependability is one of the most important characteristics we look for in our employees. Regular and on-time attendance is expected for efficient operations at ADAMS CONSTRUCTION COMPANY. Excessive absenteeism and tardiness is not only inconvenient but also causes costly problems. While it is recognized that an occasional illness or extenuating personal reason may cause unavoidable absence from work or tardiness, regular on-time attendance is required.

Employees are expected to personally make the effort to notify the Company of any absence or tardiness. Employees should contact their Supervisor directly to report any absence or lateness prior to their starting time so that arrangements may be made to alter the distribution of work if necessary. If any employee is absent from work for three (3) consecutive working days without informing the Supervisor, it will be assumed that the employee resigned and employment will be terminated as of the last day worked by the employee.

Any employee who fails to maintain an acceptable attendance record may be subject to disciplinary action, up to and including termination of employment.

Days missed for being out sick with a doctor’s excuse, jury duty, bereavement leave, approved vacation leave and/or any other reason that your Supervisor deems excusable will be excused absences. All other days missed will be considered unexcused. The following describes the disciplinary actions that may result from unexcused absences during a 6 month period:

1st Offense: Verbal Warning
2nd Offense: Written Warning
3rd Offense: Termination

Suspension for up to three (3) consecutive working days without pay may be granted prior to termination, at the discretion of an officer of the Company.
C. Orientation

During your first few days of employment, you will participate in an orientation program. During this program, you will receive important information regarding the performance requirements of your position, basic ADAMS CONSTRUCTION COMPANY policies and procedures, your compensation and benefits programs, plus other information necessary to acquaint you with your job duties and areas of responsibility. You will also be asked to complete all necessary paperwork at this time, such as medical benefits plan enrollment forms and beneficiary designation forms if applicable, and appropriate federal, state, and local tax forms. At this time, you will be required to present ADAMS CONSTRUCTION COMPANY with information establishing your identity and your eligibility to work in the United States in accordance with applicable federal law. Failure to provide this information within three days of beginning work will result in termination of employment.

Please use this orientation program to familiarize yourself with ADAMS CONSTRUCTION COMPANY and our policies, procedures and benefits. We encourage you to ask any questions you may have during this program so that you will understand all the guidelines that affect and govern your employment relationship with us.

D. Medical Examinations

To help ensure that employees are able to perform their duties safely, medical examinations may be required.

For certain positions or under certain circumstances and after an offer of employment, a medical examination may be required. When a medical examination is requested, a Company appointed physician at the Company's expense will conduct the medical examination. Employment and assignment will be conditional pending the receipt of a satisfactory physician's report.

Current employees may also be required to undergo medical examinations. When necessary, these exams will evaluate an employee's ability to perform the essential functions of the position or need for possible accommodation. Such examinations will be conducted for all employees in the same job category and will be scheduled at reasonable times and intervals. The exams will be conducted at the employer's expense.

Adams Construction agrees to pay for or reimburse employees one (1) time per year for CDL physicals required to maintain employee’s Medical Card.

E. Employee Information

Employees are expected to keep the Company informed about any major change which may affect their employment status and must promptly notify the Human Resources Department of any changes in the following personnel data:
• Name
• Address
• Home telephone number
• Marital status
• Number of dependents
• Emergency telephone numbers and whom to notify in case of emergency
• Change of beneficiary
• Driving record (if your job requires that you drive)
• Authorized payroll deductions
• Additional education and special training courses

F. Personnel Files

ADAMS CONSTRUCTION COMPANY maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. Personnel files are the property of ADAMS CONSTRUCTION COMPANY and access to the information they contain is restricted. Only Management personnel are allowed access to such information. Employees who wish to review their own files should contact the Human Resources Department. With reasonable advance notice, employees may review their own personnel files in the presence of the staff member designated by the Company to maintain the files.

G. Position Information/Changes in Status

1. Advancement

ADAMS CONSTRUCTION COMPANY believes in promoting from within the Company. We want employees to have the opportunity for promotion to positions of more responsibility and higher pay within the Company. A promotion may be based on such factors as quality and quantity of work, prior job performance, experience, educational background, attendance record, safety record, and the ability to work well with others. We reserve the right to look outside the organization if we feel that an employee with the best qualifications cannot be found within the organization.

2. Reduction of Workforce

In the event that a reduction in the Company's workforce becomes necessary, employees over and above the number determined by the Company as needed to perform the available work will be terminated. In determining those employees to be retained, consideration will be given to the quality of each employee's past performance, the need for the position held by the employee, and with all other factors being equal, length of service of each employee.
If feasible, but not as a vested right, employees subject to termination will be given a notice prior to the anticipated termination. Upon such termination, any insurance benefits required to be offered will be brought to the employee's attention.

3. Separation from Employment

An employee may be separated from employment voluntarily or involuntarily by retirement, voluntary resignation, lack of work, or termination.

Employees desiring to terminate their employment relationship with the Company are urged to provide the Company advance written notice of at least one week. Proper notice generally allows ADAMS CONSTRUCTION COMPANY sufficient time to make arrangements for replacements and to calculate monies to which you may be entitled and to include such monies in your final paycheck. Without proper notice, you may have to wait until after the end of the next normal pay period to receive such payments.

4. Exit Interview

Exit interviews with the Human Resources Department may be scheduled for outgoing employees. The purposes of these interviews will be to review eligibility for benefit continuation and conversion, to ensure that all necessary forms are completed, to collect all ADAMS CONSTRUCTION COMPANY property that may be in the employee's possession, and to provide employees with an opportunity to discuss their job-related experiences and effectiveness of the Company’s personnel policies and practices.

5. Rehires

ADAMS CONSTRUCTION COMPANY reserves the right to determine who is rehired.

H. Personal Appearance/Clothing

Clothing for work should be selected in good taste and be appropriate for your job and work environment, as well as providing adequate protection. Clothing which may be considered offensive to others is strictly prohibited, and includes, but is not limited to, “short-shorts,” skin-tight pants or shorts of any kind or material (including Lycra or Spandex), tank tops, tube tops, and anything bearing obscene language, cartoons, and/or logos. Shirts must have at least a tee sleeve. Shirts with sleeves and long pants will be worn at all times.

All employees, except welders and burners, must wear Class III Safety Vest while working on company time. Burners and welders will not be permitted to wear polyester or nylon clothing. Sturdy work boots with rigid, slip resistant soles are required. No clogs, tennis shoes or loafers are permitted. Steel-toed tennis shoes with the ANSI label are the only alternative to the leather work boot.
Safety, comfort and appearance should all be considered. Talk with your Supervisor if you have questions concerning this.

I. Solicitation and/or Distribution

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during working time. Employees who are not on working time (e.g., those on lunch hour or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time. Nonemployees are likewise prohibited from distributing material or soliciting employees on Company premises at any time.

J. Bulletin Boards

The Company maintains bulletin boards to keep employees informed of current items of general interest and mandated posters. Information is also available at each construction site. Employees should check the bulletin board regularly. Posting and/or removal of notices must have the approval of Management.

K. Cell phones

Cell phones are a part of our everyday lives. There is a time and place for them to be used. **DO NOT** use phone while operating construction equipment. **DO NOT** drive while using a cell phone unless your phone is equipped with a hands-free device. Pull off the road and stop the vehicles to use a cell phone when practical. Company phones are to be used for primarily company business. Personal calls shall be limited to non-working hours, unless it is an emergency.

L. Tobacco Policy

Smoking is prohibited in the building but will be allowed in designated areas outside of the building. Please see your Supervisor for guidelines regarding the use of tobacco.

M. Drivers & Company Equipment

All employees who operator company vehicles and equipment are subject to the following provisions:

1. Report to the supervisor, or the Company office, immediately, or within 24 hours, any changes in the status of a driver’s licenses including any citations for traffic violations.
2. An employee may be required to attend a safe driving class on own time and own expense and provide the Company with written confirmation of successful completion.
3. Agree to not allow anyone to operate or ride in the vehicle or the equipment unless they are authorized to do so by the supervisor.

4. Agree to be responsible for damages, done, theft, or negligence to any Company-owned vehicle or piece of equipment, or to any other vehicle, piece of equipment, and property due to negligence. In the event of an accident or other action which has been determined by means of a traffic citation, conviction, freely given self-admission, or determination by Company management to be the employee’s fault, understand that the employee is responsible for repair or replacement costs up to a maximum of $250.00 per incident. These costs can be paid outright or be deducted from weekly wages or salary by signing a Wage Authorization form allowing the Company to make the necessary deductions.

5. Agree to inspect the vehicle or equipment before and periodically during the time it is in use, inspect the vehicle or equipment’s exterior body components and engine fluid levels daily to ensure that routine preventative maintenance service is performed at the intervals established by the Company. If the safety conditions of the vehicle or equipment changes at any time, the employee agrees to immediately stop the operation and notify the supervisor.

6. All accidents must be reported to your supervisor immediately. If not, the insurance company may not cover the costs as work-related.

7. Any employee with a minus 3 points on their driving record will be disqualified from driving a company vehicle.

Adams Construction Co. maintains Memorandum of Understanding and Agreement with the Virginia Department of Motor Vehicles in order to access and monitor driver information which relates to a driver’s license status and driver activity.

 COMPANY EQUIPMENT

All vehicles and equipment assigned to any supervisor should be serviced and maintained in accordance with the manufacturer’s recommendations. Supervisors are expected, as a part of their job, to stay in close contact with our vice president of plants and equipment and his staff, to accomplish good care, maintenance and necessary repairs of Company equipment.

Unauthorized or personal use of Company vehicles causes additional wear and tear as well as complications with our insurance carrier. Therefore, it is Adams Construction Company’s policy that Company vehicles be used in traveling to and from job sites and on the job site only. Any other use should be approved by Area Supervisors or Executive Vice President, Rick James. Any reports of unauthorized use will be cause for disciplinary action.

 DRIVERS – TRANSPORTS, SINGLE, & MULTI- AXLE DUMPS, DISTRIBUTORS, & SERVICE/FUEL TRUCKS

Drivers of these vehicles will be required to have a valid CDL license with proper class and endorsements. You will be required to meet all requirements of the Department of Transportation (DOT) & FMCA. Effective January 2012, CDL operators will not operate any handheld cell phones while driving.

Daily reports and inspections regarding your unit will be carried out based on DOT regulations, requirements of the Company, Truck Fleet Supervisor and/or the Company Safety Director.
Mileage and fuel use must be reported on each unit registered with the Commonwealth of Virginia Department of Motor Vehicles. Mileage/Fuel report forms may be obtained from your Supervisor. The completed form for each unit operated, with fuel receipts attached, should be given to your Supervisor weekly.

Adams Construction agrees to pay for or reimburse employees one (1) time per year for physicals required to maintain their Medical Card.

N. Background Checks

To ensure that employees are well qualified and to ensure that Adams Const. Co. maintains a safe and productive work environment, pre-employment background checks may be conducted on applicants who accept an offer of employment. Background checks may include verification of any information on the applicant’s resume or application form.

All offers of employment are conditioned on receipt of an acceptable background check report. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report’s accuracy.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related. Criminal record checks may be made based on individual project contractual provisions.

Adams Const. Co. also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

O. Internet Use

The internet is provided to Adams employees for the sole purpose of supporting business activities. Personal Internet usage should not be conducted during business hours except for during lunch and break times.

Using company computer resources to access the internet for personal purposes, without approval from your manager, may be considered cause for disciplinary action up to and including termination.

All users of the Internet should be aware that the company network creates an audit log reflecting request for service, both in-bound and out-bound addresses, and is periodically reviewed.
A. Safety

ADAMS CONSTRUCTION COMPANY is committed to providing a safe and healthy working environment for its employees. As such, we make every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to this environment.

Our policy is aimed at minimizing the exposure of our employees, clients, and visitors to our facilities to health or safety risks. To accomplish this objective, all employees are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses. The responsibility of all employees includes:

1. Exercising maximum care and good judgment at all times to prevent accidents and injuries;
2. Reporting to Supervisors and seeking first aid for all injuries, regardless of how minor;
3. Reporting unsafe conditions, equipment, or practices to Supervisory personnel;
4. Using safety equipment provided by ADAMS CONSTRUCTION COMPANY at all times;
5. Observing conscientiously all safety rules and regulations at all times; and
6. Notifying their Supervisors before the beginning of the workday if they are taking any medication that may cause drowsiness or other side effects that could lead to injury to them or their coworkers.

B. Reporting Injuries and Accidents

When any accident, injury, or illness occurs while an employee is at work, it must be reported to your Supervisor as soon as possible regardless of the nature or severity. The Company will provide the proper form for reporting job-related accidents, injuries and illnesses. Any employee failing to report such occurrences is subject to disciplinary action and possible loss of benefits.

In the event of a vehicular accident involving a Company-owned/leased vehicle or while on Company business, the employee must report all information immediately to the office. In no instances should responsibility for an accident be expressed to anyone until the proper person in the Company has been notified and permission to make statements has been obtained.

C. Violence Prevention

ADAMS CONSTRUCTION COMPANY does not tolerate employee violence or threats of violence on Company property or on Company time. ADAMS CONSTRUCTION COMPANY strives to provide each employee with a safe working environment and to provide our customers with a comfortable business climate. Employees who jeopardize this safe atmosphere by
engaging in violent behavior will be disciplined, up to and including termination for a first offense. Violent behavior includes fighting, threats, harassment, verbal assault, and other aggressive or intimidating behavior that places another individual in discomfort or fear for his or her well-being.

If you are subjected to violent behavior, inform your Supervisor instead of responding with violence. Do not escalate a potentially hostile situation.

As part of our mission to ensure workplace safety through violence prevention, the unauthorized possession of firearms, illegal knives, blackjacks, explosives, or other weapons on Company property or on Company time is absolutely prohibited. Violation of this rule warrants termination for a first offense.

Any employee with knowledge of any violation of this policy should report to his or her Supervisor without delay.

STANDARDS OF CONDUCT AND PERFORMANCE

As an integral member of ADAMS CONSTRUCTION COMPANY team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others but also demands that you refrain from any behavior that might be harmful to you, your coworkers, and/or ADAMS CONSTRUCTION COMPANY, or that might be viewed unfavorably by current or potential clients or by the public at large. You are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that ADAMS CONSTRUCTION COMPANY considers inappropriate include, but are not limited to, the following:

1. Falsifying employment or other Company records
2. Violating the Company’s nondiscrimination and/or harassment policy
3. Soliciting or accepting gratuities from customers or clients
4. Excessive absenteeism or tardiness
5. Engaging in excessive, unnecessary, or unauthorized use of Company supplies and/or equipment, particularly for personal purposes
6. Reporting to work intoxicated or under the influence of nonprescribed drugs.
7. Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs
8. Bringing or using alcoholic beverages on Company property or using alcoholic beverages while engaged in Company business off Company premises, except where authorized
9. Fighting or using obscene, abusive, or threatening language or gestures or other acts of violence
10. Stealing property from coworkers, customers, clients or ADAMS CONSTRUCTION COMPANY
11. Having unauthorized firearms or weapons on Company premises or while on Company business
12. Disregarding safety or security regulations
13. Engaging in insubordination
14. Failing to maintain confidentiality of Company, customer or client information
15. Any other act or circumstance which, in the judgment of Management, is harmful or detrimental in any way to the morale, safety, health, or work environment of any other employee or the operation of ADAMS CONSTRUCTION COMPANY

This list is not intended to be all inclusive. You are encouraged to speak with your Supervisor should you have any questions about these guidelines. Corrective discipline may be used (but is not required) where the Company determines in its discretion that corrective discipline is appropriate. Corrective discipline may include verbal warnings (a record of which will be kept in the employee’s personnel file) and written reprimands (which will be kept in the employee’s personnel file).
These rules do not constitute the sole reason for termination of employment and should not be construed in any way as constituting a contract of employment. Employment is on an at-will basis, and either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause.
Misunderstandings or conflicts may arise in any organization. To ensure effective working relationships, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, if a situation persists that you believe is detrimental to you or ADAMS CONSTRUCTION COMPANY, you should bring your concern to the attention of your immediate Supervisor. If, however, you do not believe a discussion with your immediate Supervisor is appropriate, you should bring your concern to the attention of the Human Resources Director. If your concern is not resolved after a discussion with your Supervisor and/or the Human Resources Director, you may bring your concern to the attention of the President. The decision of the President is final. ADAMS CONSTRUCTION COMPANY feels it is important to communicate openly through this “open door” process and encourages its employees to use this process.
ACKNOWLEDGMENT AND RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of ADAMS CONSTRUCTION COMPANY Employee Handbook dated March 2014 and agree that it supersedes and replaces all prior handbooks, policies and procedures.

I understand that the information in the employee handbook represents guidelines only and that the Company reserves the right to modify this handbook or amend or terminate any policies, procedures, or employee benefit programs, whether or not described in this handbook, at any time, or to require and/or increase contributions toward any benefit programs.

I understand that this handbook is not a contract of employment, express or implied, between me and ADAMS CONSTRUCTION COMPANY, and that I should not view it as such, or as a guarantee of employment for any specific duration. I also understand that my employment is at-will and either myself or ADAMS CONSTRUCTION COMPANY may terminate the employment relationship at any time, for any reason, with or without cause or notice.

I further understand that no Manager or representative of ADAMS CONSTRUCTION COMPANY, other than the President, has any authority to enter into any agreement guaranteeing employment for any specified period of time. I also understand that any such agreement, if made, shall not be enforceable unless it is in a formal written agreement signed by both me and the President.

____________________________________________  _______________________
Employee's Signature      Date

____________________________________________
Print Employee Name