

Rev. 10/17

TEXAS CONCRETE PAVEMENT ASSOCIATION



EMPLOYEE HANDBOOK

EMPLOYEE RECEIPT AND ACCEPTANCE

I hereby acknowledge receipt of the Texas Concrete Pavement Association, herein after called TCPA, Employee Handbook. I understand that it is my continuing responsibility to read and know its contents. I also understand and agree that the Employee Handbook is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge and understand that unless I have a written employment agreement with TCPA that provides otherwise, I have the right to resign from my employment with TCPA at any time with or without notice and with or without cause, and that TCPA has the right to terminate my employment at any time with or without notice and with or without cause.

I have read, understand and agree to all of the above. I have also read and understand the TCPA Employee Handbook. I agree to return the Employee Handbook upon termination of my employment.

Signature _____

Print Name _____

Date _____

CONFIDENTIALITY POLICY AND PLEDGE

Any information that an employee learns about TCPA or its members or donors, as a result of working for TCPA that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by TCPA or to other persons employed by TCPA who do not need to know such information to assist in rendering services. The disclosure, distribution, electronic transmission or copying of TCPA's confidential information is prohibited. Any employee who discloses confidential TCPA information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information. I understand the above policy and pledge not to disclose confidential information.

Signature _____

Print Name _____

Date _____

Please sign and return to the Executive Director

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I. MISSION

The Texas Concrete Pavement Association (TCPA) actively promotes the virtues of quality concrete pavements. The TCPA provides the concrete pavement industry with effective promotional activities, professional technical support, contemporary educational programs, and comprehensive technical literature. These efforts are conducted in cooperation with other organizations that contribute to the continuous improvement of concrete pavement technology.

Our primary purpose is to expand the use of quality concrete pavements in Texas because it is durable, safe, cost-effective and environmentally sound. We nurture and perpetuate the concrete pavement industry in Texas by:

- Promoting concrete for highways, streets, airfields and parking areas.
- Providing engineers and specifiers with technical information and recommendations that foster the selection of concrete pavements for public and private projects.
- Provide our members with technical support and information on the direction our industry is heading.
- Initiating educational programs and seminars that cultivate an appreciation for our quality product and expands its use.
- Partnering with other organizations to optimize concrete pavement promotional, educational and technical endeavors.

The TCPA is a non-profit organization and was originally chartered in 1986 as the Texas Chapter-ACPA. The elected Board of Directors establishes the goals and objectives of the Association and employs a professional engineer to administer our agenda. The paving contractor members finance the majority of the monetary obligations of the Association through annual dues and volume assessments. Affiliate members provide the much-needed supplementary funding with their annual dues. This additional revenue enhances the scope the Association's promotional, educational and technical programs.

Membership is open to quality oriented concrete pavement contractors, construction materials suppliers, equipment dealers or manufacturers and professional consultants.

II. OVERVIEW

The TCPA Employee Handbook (the “Handbook”) has been developed to provide general guidelines about TCPA policies and procedures for employees. It is a guide to assist you in becoming familiar with some of the privileges and obligations of your employment, including TCPA's policy of voluntary at-will employment. None of the policies or guidelines in the Handbook are intended to give rise to contractual rights or obligations, or to be construed as a guarantee of employment for any specific period of time, or any specific type of work. Additionally, with the exception of the voluntary at-will employment policy, these guidelines are subject to modification, amendment or revocation by TCPA at any time, without advance notice.

The personnel policies of TCPA are established by the Board of Directors, which has delegated authority and responsibility for their administration to the Executive Director. Employees are encouraged to consult the Executive Director for additional information regarding the policies, procedures, and privileges described in this Handbook. Questions about personnel matters also may be reviewed with the Executive Director.

TCPA will provide each individual a copy of this Handbook upon employment. All employees are expected to abide by it. The highest standards of personal and professional ethics and behavior are expected of all TCPA employees. Further, TCPA expects each employee to display good judgment, diplomacy and courtesy in their professional relationships with members of TCPA's Board of Directors, committees, membership, staff, and the general public.

III. VOLUNTARY AT-WILL EMPLOYMENT

Unless an employee has a written employment agreement with TCPA, which provides differently, all employment at TCPA is “at-will.” That means that employees may be terminated from employment with TCPA with or without cause, and employees are free to leave the employment of TCPA with or without cause. Any representation by any TCPA officer or employee contrary to this policy is not binding upon TCPA unless it is in writing and is signed by the Executive Director with the approval of the Board of Directors.

IV. EQUAL EMPLOYMENT OPPORTUNITY

TCPA shall follow the spirit and intent of all federal, state and local employment law and is committed to equal employment opportunity. To that end, the Board of Directors and Executive Director of TCPA will not discriminate against any employee or applicant in a manner that violates the law. TCPA is committed to providing equal opportunity for all employees and applicants without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, disability, political affiliation, personal appearance, family responsibilities, matriculation or any other characteristic protected under federal, state or local law. Each person is evaluated on the basis of personal skill and merit. TCPA’s policy regarding equal employment opportunity applies to all aspects of employment, including recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination, and social, educational and recreational programs. The Executive Director shall act as the responsible agent in the full implementation of the Equal Employment Opportunity policy.

TCPA will not tolerate any form of unlawful discrimination. All employees are expected to cooperate fully in implementing this policy. In particular, any employee who believes that any other employee of TCPA may have violated the Equal Employment Opportunity Policy should report the possible violation to the Executive Director. In the case where the allegation of unlawful discrimination is against the Executive Director, please notify any member of the Board of Directors.

If TCPA determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions, and termination. Employees who report, in good faith, violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, TCPA will inform the employee who made the complaint of the results of the investigation.

TCPA is also committed to complying fully with applicable disability discrimination laws, and ensuring that equal opportunity in employment exists at TCPA for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodations will be available to all qualified disabled employees, upon request, so long as the potential accommodation does not create an undue hardship on TCPA. Employees who believe that they may require an accommodation should discuss these needs with the Executive Director. If you have any questions regarding this policy, please contact the Executive Director.

V. POLICY AGAINST WORKPLACE HARASSMENT

TCPA is committed to providing a work environment for all employees that is free from sexual harassment and other types of discriminatory harassment. Employees are expected to conduct themselves in a professional manner and to show respect for their co-workers.

TCPA's commitment begins with the recognition and acknowledgment that sexual harassment and other types of discriminatory harassment are, of course, unlawful. To reinforce this commitment, TCPA has developed a policy against harassment and a reporting procedure for employees who have been subjected to or witnessed harassment. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. TCPA's property (e.g. telephones, copy machines, facsimile machines, computers, and computer applications such as e-mail and Internet access) may not be used to engage in conduct that violates this policy. TCPA's policy against harassment covers employees and other individuals who have a relationship with TCPA which enables TCPA to exercise some control over the individual's conduct in

places and activities that relate to TCPA's work (e.g. directors, officers, contractors, vendors, volunteers, etc.).

Prohibition of Sexual Harassment: TCPA's policy against sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when: (1) submission to such conduct is made an express or implicit condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, humiliating, or offensive working environment.

While it is not possible to list all of the circumstances which would constitute sexual harassment, the following are some examples: (1) unwelcome sexual advances -- whether they involve physical touching or not; (2) requests for sexual favors in exchange for actual or 4 promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment; or (3) coerced sexual acts.

Depending on the circumstances, the following conduct may also constitute sexual harassment: (1) use of sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; (2) sexually oriented comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess; (3) displaying sexually suggestive objects, pictures, cartoons; (4) unwelcome leering, whistling, deliberate brushing against the body in a suggestive manner; (5) sexual gestures or sexually suggestive comments; (6) inquiries into one's sexual experiences; or (7) discussion of one's sexual activities.

While such behavior, depending on the circumstances, may not be severe or pervasive enough to create a sexually hostile work environment, it can nonetheless make co-workers uncomfortable. Accordingly, such behavior is inappropriate and may result in disciplinary action regardless of whether it is unlawful. It is also unlawful and expressly against TCPA policy to retaliate against an employee for filing a complaint of sexual harassment or for cooperating with an investigation of a complaint of sexual harassment.

Prohibition of Other Types of Discriminatory Harassment: It is also against TCPA's policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, religion, sexual orientation, age, national origin, disability, or other protected category (or that of the individual's relatives, friends, or associates) that: (1) has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute discriminatory harassment: (1) epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, gender, religion, sexual orientation, age, national origin, or disability; and (2) written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, sexual orientation, age, national origin, or disability and that is circulated in the workplace, or placed anywhere in TCPA's premises such as on an employee's desk or workspace or on TCPA's equipment or bulletin boards. Other conduct may also constitute discriminatory harassment if it falls within the definition of discriminatory harassment set forth above.

It is also against TCPA's policy to retaliate against an employee for filing a complaint of discriminatory harassment or for cooperating in an investigation of a complaint of discriminatory harassment.

Reporting of Harassment: If you believe that you have experienced or witnessed sexual harassment or other discriminatory harassment by any employee of TCPA, you should report the incident immediately to your supervisor or to the Executive Director. Possible harassment by others with whom TCPA has a business relationship, including customers and vendors, should also be reported as soon as possible so that appropriate action can be taken.

TCPA will promptly and thoroughly investigate all reports of harassment as discreetly and confidentially as practicable. The investigation would generally include a private interview with the person making a report of harassment. It would also generally be

necessary to discuss allegations of harassment with the accused individual and others who may have information relevant to the investigation. TCPA's goal is to conduct a thorough investigation, to determine whether harassment occurred, and to determine what action to take if it is determined that improper behavior occurred.

If TCPA determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions, and termination. Employees who report violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, TCPA will inform the employee who made the complaint of the results of the investigation.

Compliance with this policy is a condition of each employee's employment. Employees are encouraged to raise any questions or concerns about this policy or about possible discriminatory harassment with the Executive Director. In the case where the allegation of harassment is against the Executive Director, please notify any member of the Board of Directors.

VI. SOLICITATION

Employees are prohibited from soliciting (personally or via electronic mail) for membership, pledges, subscriptions, the collection of money or for any other unauthorized purpose anywhere on TCPA property during work time, especially those of a partisan or political nature. "Work time" includes time spent in actual performance of job duties but does not include lunch periods or breaks. Non-working employees may not solicit or distribute to working employees. Persons who are not employed by TCPA may not solicit or distribute literature on TCPA's premises at any time for any reason.

Employees are prohibited from distributing, circulating or posting (on bulletin boards, refrigerators, walls, etc.) literature, petitions or other materials at any time for any purpose without the prior approval of the Executive Director or his/her designee.

VII. HOURS OF WORK, ATTENDANCE AND PUNCTUALITY

A. Hours of Work

The normal work week for TCPA shall consist of five (5), seven (7) hour days. Ordinarily, work hours are from 9:00 a.m. - 5:00 p.m., Monday through Friday, including one hour (unpaid) for lunch. Employees may request the opportunity to vary their work schedules (within employer-defined limits) to better accommodate personal responsibilities. Subject to TCPA work assignments and Executive Director approval, the employee's supervisor shall determine the hours of employment that best suits the needs of the work to be done by the individual employee.

B. Attendance and Punctuality

Attendance is a key factor in your job performance. Punctuality and regular attendance are expected of all employees. Excessive absences (whether excused or unexcused), tardiness or leaving early is unacceptable. If you are absent for any reason or plan to arrive late or leave early, you must notify your supervisor and the office manager as far in advance as possible and no later than one hour before the start of your scheduled work day. In the event of an emergency, you must notify your supervisor as soon as possible.

For all absences extending longer than one day, you must telephone your immediate supervisor prior to the start of each scheduled workday. When reporting an absence, you should indicate the nature of the problem causing your absence and your expected return-to-work date. A physician's statement may be required as proof of the need for any illness-related absence regardless of the length of the absence.

Except as provided in other policies, an employee who is absent from work for three consecutive days without notification to his or her supervisor or the Executive Director will be considered to have voluntarily terminated his or her employment. The employee's final paycheck will be mailed to the last mailing address on file with TCPA.

Excessive absences, tardiness or leaving early will be grounds for discipline up to and including termination. Depending on the circumstances, including the

employee's length of employment, TCPA may counsel employees prior to termination for excessive absences, tardiness or leaving early.

C. Overtime

Overtime pay, which is applicable only to Non-Exempt Employees, is for any time worked in excess of 40 hours in a work week. Only the Executive Director or his or her designee, upon the request of an employee's supervisor, may authorize overtime. Overtime rate is one and one-half time (1½) the employee's straight time rate, except in instances involving a Sunday or holidays when the rate is two times the regular rate. Payment of overtime will be provided in the pay period following the period in which it is earned.

VIII. EMPLOYMENT POLICIES AND PRACTICES

A. Definition of Terms

1. Employer. The TCPA is the employer of all full-time, part-time and temporary employees. An employee is hired, provided compensation and applicable benefits, and has his or her work directed and evaluated by TCPA.
2. Full-Time Employee. A Full Time Employee regularly works at least 35 hours per week
3. Part-Time Employee. A Part Time Employee regularly works less than 35 hours per week but no less than 17 ½ hours per week.
4. Exempt Employee. An Exempt Employee is an employee who is paid on a salary basis and meets the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA").
5. Non-Exempt Employee. A Non-Exempt Employee is an employee who is paid an hourly rate and does not meet the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA"). For Non-Exempt Employees, an accurate record of hours worked must be maintained. TCPA will compensate non-exempt employees in accordance with applicable federal and state law and regulations.
6. Temporary Employee. An individual employed, either on a full-time or part-time basis, for a specific period of time less than six months. Temporary employees

are entitled only to those benefits required by statute or as otherwise stated in the TCPA *Employee Handbook*.

All employees are classified as Exempt or Non-Exempt in accordance with federal and state law and regulations. Each employee is notified at the time of hire of his or her specific compensation category and exempt or non-exempt status.

IX. POSITION DESCRIPTION AND SALARY ADMINISTRATION

Each position shall have a written job description. In general, the description will include the: purpose of the position, areas of responsibilities, immediate supervisor(s), qualifications required, salary range, and working conditions affecting the job, e.g., working hours, use of car, etc. The supervisor(s) or the Executive Director shall have discretion to modify the job description to meet the needs of TCPA.

Paychecks are distributed on the last day of each month, except when either of those days falls on a Saturday, Sunday or holiday, in which case paychecks will be distributed on the preceding workday. Timesheets are due to the Executive Director within two days of each pay period. All salary deductions are itemized and presented to employees with the paycheck. Approved salary deductions may include: federal and state income taxes; social security, Medicare, and state disability insurance; voluntary medical and group hospitalization insurance premiums (if in force and if paid by employee) and other benefits (e.g., life insurance, retirement).

X. WORK REVIEW

The work of each employee is reviewed on an ongoing basis with the supervisor to provide a systematic means of evaluating performance.

The annual performance review is a formal opportunity for the supervisor and employee to exchange ideas that will strengthen their working relationship, review the past year, and anticipate TCPA's needs in the coming year. The purpose of the review is to encourage the exchange of ideas in order to create positive change within TCPA. To that end, it is incumbent upon both parties to have an open, and

honest discussion concerning the employee's performance. It is further incumbent upon the supervisor to clearly communicate the needs of TCPA and what is expected of the employee in contributing to the success of TCPA for the coming year. Both supervisor and employee should attempt to arrive at an understanding regarding the objectives for the coming year.

This having been done, both parties should sign the performance review form, which will be kept as part of the employee's personnel record and used as a guide during the course of the year to monitor employee progress relative to the agreed upon objectives.

The Executive Director reviews the work of all supervisors. Work reviews for other staff are the responsibility of the appropriate supervisor, subject to confirmation by the Executive Director.

XI. ECONOMIC BENEFITS AND INSURANCE

A. Health/Dental/Life Insurance

TCPA does not provide individual health, life or dental insurance benefits.

B. Social Security/Medicare/Medicaid

TCPA participates in the provisions of the Social Security, Medicare and Medicaid programs. Employees' contributions are deducted from each paycheck and TCPA contributes at the applicable wage base as established by federal law.

C. Workers' Compensation and Unemployment Insurance

Employees are covered for benefits under the Workers' Compensation Law. Absences for which worker compensation benefits are provided are not charged against the eligible employee's sick leave. To assure proper protection for employees and TCPA, any accident that occurs on the job must be reported, even if there are no injuries apparent at the time. Forms for this purpose are available from TCPA. TCPA also participates in the District of Columbia unemployment program.

D. Retirement Plan

TCPA does not provide a retirement program.

E. Tax Deferred Annuity Plan

TCPA does not offer a tax deferred annuity plan.

XII. LEAVE BENEFITS AND OTHER WORK POLICIES

A. Holidays

Full-Time Employees are eligible for 11.5 holidays per year as follows:

New Year's Day

Martin Luther King, Jr.'s Birthday

President's Day

Memorial Day

Independence Day Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

The Day After Thanksgiving Day

Christmas Eve (1/2 Day)

Christmas Day

Employees receive one (1) paid day off for each full day of holiday time. Holiday benefits for Part-Time employees will be pro-rated in accordance with the hours regularly worked by the employee. Employees wishing to take religious holidays may substitute a religious holiday for one of those listed above, with advance approval from their supervisor and the Executive Director. Temporary employees are ineligible for holiday leave benefits. In those years when Independence Day, Christmas Eve and Christmas Day, and New Year's Day fall on Saturday or Sunday, the Executive Director will designate the work day that will replace the weekend holiday.

B. Vacation

During the first 90 days of employment full- and part-time employees will not earn Vacation benefits. During the remaining nine months of first year

employment, employees will earn two weeks (10 days) of paid Vacation. Employees will continue to earn two weeks (10 days) of Vacation during subsequent years of employment. Temporary employees are ineligible for Vacation benefits. Use of Vacation is subject to approval by the supervisor and Executive Director and must be requested in hourly increments, using the appropriate leave request form.

Employees are expected to use Vacation benefits in the fiscal year in which Vacation is earned. Employees may carry over unused Vacation from one year to the next only with the approval of the Executive Director. Employees may not accrue more than the maximum leave they are allowed. Once an employee reaches his or her annual ceiling, the employee ceases to accrue any additional Vacation benefits. If an employee later uses enough Vacation benefits to fall below the ceiling, the employee starts to accrue leave again from that date forward until he or she reaches his or her Vacation ceiling. Accordingly, employees are encouraged to use all Vacation benefits in the fiscal year in which they are earned in order to avoid reaching the ceiling limit.

C. Sick Leave

Sick Leave is not required under Texas law and is not provided unless it would be a reasonable accommodation under disability- or pregnancy-related laws.

D. Military Leave

Employees who are inducted into or enlist in the Armed Forces of the United States or are called to duty as a member of a reserve unit may take an unpaid leave in accordance with applicable law. The employee must provide advance notice of his or her need for a military leave and TCPA will request a copy of the employee's orders, which will be kept on record by TCPA.

The time an employee spends on military leave will be counted as continuous service for the purpose of determining eligibility and accrual for various benefit plans and policies.

For military leaves extending 30 days or less, TCPA will continue to pay the portion of the premium on health insurance, if any, that it was paying before military leave began. In order to continue such health insurance, the employee

must continue to pay his or her portion of premiums during this period. For military leaves extending beyond 30 days, the employee will have the option to continue his or her insurance coverage at the employee's cost.

Upon return from military leave, employees will be reinstated as required by law and benefits will be reinstated with no waiting periods.

E. Civic Responsibility

TCPA believes in the civic responsibility of its employees and encourages this by allowing employees time off to serve jury duty when required and to serve as nonpartisan Election Day poll workers when appropriate and approved.

1. *Jury Duty.* For time served on jury duty, TCPA will pay employees the difference between his or her salary and any amount paid by the government, unless prohibited by law, up to a maximum of ten days. If an employee is required to serve more than ten days of jury duty, TCPA will provide the employee with unpaid leave. Employees must provide TCPA a copy of proof of service received by court in which they serve.
2. *Election Day Poll Workers.* TCPA will pay employees the difference between his or her salary and any amount paid by the government or any other source, unless prohibited by law for serving as an Election Day worker at the polls on official election days (not to exceed two elections in one given calendar year). While performing their official nonpartisan duties at the polls, Election Day workers may not engage in political activity or campaign for or against any candidate or ballot measure. TCPA requires that employees provide proof of service for their time at the polls. Employees interested in using this benefit, must have written approval from the Executive Director 30 days before the election. The Executive Director will assure that the employee's absence will not seriously interfere with the organization's operations.

F. Parental Leave

Parental Leave is not required under Texas law and is not provided unless it would be a reasonable accommodation under disability- or pregnancy-related laws.

G. Bereavement Leave

Employees shall be entitled to bereavement leave with pay of five (5) days in the event of a death in the employee's immediate family (spouse/life partner, child or parent) and three (3) days for grandparent, sister or brother, father-in-law, mother-in-law, or grandchildren. If ¹⁴ an employee wishes to take time off due to the death of an immediate family member, the employee should notify the Executive Director immediately. Approval of bereavement leave will occur in the absence of unusual operating requirements. An employee may use, with the Executive Director's approval, available paid leave for additional time off as necessary and in accordance with operating needs.

H. Extended Personal Leave

Employees who have been employed by TCPA for at least one year may apply for personal leaves of absence for up to eight weeks. Personal leaves are unpaid and are discretionary with the management of TCPA. When considering a request for a personal leave, TCPA will consider factors such as the employee's position, the employee's length of service, the employee's performance record including attendance, the purpose of the leave, the needs of the department in which the employee works, the effect of the leave on other employees, and TCPA's general business needs.

Personal leaves generally are unpaid. However, accrued vacation or personal time may be used to continue an employee's salary during the leave. Vacation and sick time will not continue to accrue during the leave of absence. Medical and life insurance benefits will continue on the same basis as if the employee were actively working.

TCPA cannot guarantee reinstatement upon return from a personal leave. TCPA will, however, make a reasonable effort to place the employee in an available position for which he or she is qualified. If such a position is not available, then the employee's employment will terminate. Even in that event, the employee may later apply for reemployment.

Employees who fail to report to work after an approved leave of absence are deemed to have voluntarily resigned. When an approved leave has been

exhausted, the employee may request additional leave. The Executive Director must approve all unpaid leave.

I. Severe Weather Conditions

Under TCPA's liberal leave policy, annual and/or personal leave may be taken without prior scheduling and approval if the employee is unable to reach the office due to severe weather conditions.

J. Meetings and Conferences

Staff may be given limited time off by the Executive Director with pay to participate in educational opportunities related to the staff member's current or anticipated work with TCPA. An employee serving as an official representative of TCPA at a conference or meeting is considered on official business and not on leave.

XII. REIMBURSEMENT OF EXPENSES

Reimbursement is authorized for reasonable and necessary expenses incurred in carrying out job responsibilities. Mileage or transportation, parking fees, business telephone calls, and meal costs when required to attend a luncheon or banquet, are all illustrative of reasonable and necessary expenses.

Employees serving in an official capacity for TCPA at conferences and meetings are reimbursed for actual and necessary expenses incurred, such as travel expenses, meal costs, lodging, tips and registration fees. When attending meetings that have been approved by the Executive Director, employees are reimbursed for travel expenses, course fees, and costs of meals and lodging at the current rates. Employees may also request a travel advance to cover anticipated expenses approved travel. Employees also may be granted leave to attend a conference or professional meeting related to their professional development, and/or TCPA's current and anticipated work. Expenses for these purposes can be paid by TCPA, if funds are available, and the employee obtains prior written approval of such expenses.

Employees are responsible for transportation costs between the office and home during normal work hours. Transportation costs are paid by TCPA for work outside normal work

hours if the employee is on official business for TCPA. Employees authorized to use their personal cars for TCPA business are reimbursed at the U.S. Internal Revenue Service approved rate. Forms are provided to request reimbursement for actual expenses and advance payment for travel. Receipts must be provided for all expenditures made in order to claim reimbursement. Reimbursement claims must be submitted in sufficient time to be approved during the fiscal quarter in which they were incurred.

XIII. SEPARATION

Either TCPA or the employee may initiate separation. TCPA encourages employees to provide at least two weeks (10 days) written notice prior to intended separation. After receiving such notice, an exit interview will be scheduled by the Executive Director or his or her designee. The Executive Director has authority to employ or separate all other employees.

Circumstances under which separation may occur include:

1. Resignation. Employees are encouraged to give at least 10 business days of written notice. Since a longer period is desired, the intention to resign should be made known as far in advance as possible. Employees who resign are entitled to receive accrued, unused Vacation benefits.
2. Termination or Lay-off. Under certain circumstances, the termination or lay-off of an employee may be necessary. Employees who are terminated or laid off are entitled to receive accrued, unused Vacation benefits.

The Executive Director has authority to discharge an employee from the employ of TCPA. As stated above, all employment at TCPA is “at-will.” That means that employees may be terminated from employment with TCPA with or without cause, and employees are free to leave the employment of TCPA with or without cause. Reasons for discharge may include, but are not limited to:

- Falsifying or withholding information on your employment application that did or would have affected TCPA’s decision to hire you (this conduct will result in your immediate termination);
- Falsifying or withholding information in other personnel records including personnel questionnaires, performance evaluations or any other records;

- Performance at work below a level acceptable to TCPA or the failure to perform assigned duties;
- Failure to complete required time records or falsification of such time records;
- Insubordination;
- Refusing to work reasonable overtime;
- Negligence in the performance of duties likely to cause or actually causing personal injury or property damage;
- Fighting, arguing or attempting to injure another;
- Destroying or willfully damaging the personal property of another, including TCPA's property;
- Breach of confidentiality;
- Using or appearing to use for personal gain any information obtained on the job, which is not readily available to the general public or disclosing such information that damages the interests of TCPA or its customers or vendors;
- Placing oneself in a position in which personal interests and those of TCPA are or appear to be in conflict or might interfere with the ability of the employee to perform the job as well as possible;
- Using TCPA property or services for personal gain or taking, removing or disposing of TCPA material, supplies or equipment without proper authority;
- Gambling in any form on TCPA property;
- Dishonesty;
- Theft;
- The possession, use, sale or being under the influence of drugs or other controlled substances or alcoholic beverages during working hours or on the TCPA premises at any time in violation of TCPA's policies.
- Carrying or possessing firearms or weapons on TCPA property unless otherwise allowed by Texas law;
- Excessive tardiness or absenteeism whether excused or unexcused;
- Unauthorized absence from work without proper notice; and
- Engaging in discriminatory or abusive behavior, including sexual harassment. At the sole discretion of the Executive Director, the employee may be asked to leave immediately or be given a period of notice.

XIV. RETURN OF PROPERTY

Employees are responsible for TCPA equipment, property and work products that may be issued to them and/or are in their possession or control, including but not limited to:

- Telephone cards,
- Credit cards,
- Identification badges,
- Office/building keys,
- Office/building security passes,
- Computers, computerized diskettes, electronic/voice mail codes, and
- Intellectual property (e.g., written materials, work products).

In the event of separation from employment, or immediately upon request by the Executive Director or his or her designee, Employees must return all TCPA property that is in their possession or control. Where permitted by applicable law(s), TCPA may withhold from the employee's final paycheck the cost of any property, including intellectual property, which is not returned when required. TCPA also may take any action deemed appropriate to recover or protect its property.

XV. REVIEW OF PERSONNEL ACTION

Employees may request a review of a personnel action or an unsatisfactory performance review. Employees are expected first to discuss their concern with their immediate supervisor. If further discussion is desired, the employee may then discuss the situation with the Executive Director. The decision of the Executive Director is final.

XVI. PERSONNEL RECORDS

Personnel records are the property of TCPA, and access to the information they contain is restricted and confidential. A personnel file shall be kept for each employee and should include the employee's job application, copy of the letter of employment and position description, performance reviews, disciplinary records, records of salary increases and any other relevant personnel information. It is the responsibility of each employee to promptly notify his/ or her supervisor in writing of any changes in personnel data, including personal

mailing addresses, telephone numbers, names of dependents, and individuals to be contacted in the event of an emergency.

All employees must complete, within two days of the end of each pay period, their time and attendance record for review and approval by the Executive Director. Accurately recording time worked is the responsibility of every employee. Tampering, altering, or falsifying time records, or recording time on another employee's time record may result in disciplinary action, including separation from employment with TCPA.

XVII. OUTSIDE EMPLOYMENT

Individuals employed by TCPA may hold outside jobs as long as they meet the performance standards of their job with TCPA. Employees ¹⁹ should consider the impact that outside employment may have on their ability to perform their duties at TCPA. All employees will be evaluated by the same performance standards and will be subject to TCPA scheduling demands, regardless of any outside work requirements.

If TCPA determines that an employee's outside work interferes with their job performance or their ability to meet the requirements of TCPA, as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed with TCPA.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals or organizations for materials produced or services rendered while performing their jobs with TCPA.

XVIII. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Any information that an employee learns about TCPA, or its members or donors, as a result of working for TCPA that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by TCPA or to other persons employed by TCPA who do not need to know such information to assist in rendering services.

The protection of privileged and confidential information, including trade secrets, is vital to the interests and the success of TCPA. The disclosure, distribution, electronic transmission

or copying of TCPA's confidential information is prohibited. Such information includes, but is not limited to the following examples:

- Compensation data.
- Program and financial information, including information related to donors, and pending projects and proposals.

Employees are required to sign a non-disclosure agreement as a condition of employment. Any employee who discloses confidential TCPA information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information.

Discussions involving sensitive information should always be held in confidential settings to safeguard the confidentiality of the information. Conversations regarding confidential information generally should not be conducted on cellular phones, or in elevators, restrooms, restaurants, or other places where conversations might be overheard.

XIX. COMPUTER AND INFORMATION SECURITY

This section sets forth some important rules relating to the use of TCPA's computer and communications systems. These systems include individual PCs provided to employees, centralized computer equipment, all associated software, and TCPA's telephone, voice mail and electronic mail systems.

TCPA has provided these systems to support its mission. Although limited personal use of TCPA's systems is allowed, subject to the restrictions outlined below, no use of these systems should ever conflict with the primary purpose for which they have been provided, TCPA's ethical responsibilities or with applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed.

All data in TCPA's computer and communication systems (including documents, other electronic files, e-mail and recorded voice mail messages) are the property of TCPA. TCPA may inspect and monitor such data at any time. No individual should have any expectation of privacy for messages or other data recorded in TCPA's systems. This includes documents or messages marked "private," which may be inaccessible to most users but remain available to TCPA. Likewise, the deletion of a document or message may not prevent access to the item or completely eliminate the item from the system.

TCPA's systems must not be used to create or transmit material that is derogatory, defamatory, obscene or offensive, such as slurs, epithets or anything that might be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or religious or political beliefs. Similarly, TCPA's systems must not be used to solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non-job-related purposes.

Security procedures in the form of unique user sign-on identification and passwords have been provided to control access to TCPA's host computer system, networks and voice mail system. In addition, security facilities have been provided to restrict access to certain documents and files for the purpose of safeguarding information. The following activities, which present security risks, should be avoided.

- Attempts should not be made to bypass, or render ineffective, security facilities provided by the company.
- Passwords should not be shared between users. If written down, password should be kept in locked drawers or other places not easily accessible.
- Document libraries of other users should not be browsed unless there is a legitimate business reason to do so.
- Individual users should never make changes or modifications to the hardware configuration of computer equipment. Requests for such changes should be directed to computer support or the Executive Director.
- Additions to or modifications of the standard software configuration provided on TCPA's PCs should never be attempted by individual users (e.g., autoexec.bat and config.sys files). Requests for such changes should be directed to computer support or the Executive Director.
- Individual users should never load personal software (including outside email services) to company computers. This practice risks the introduction of a computer virus into the system. Requests for loading such software should be directed to computer support or the Executive Director.
- Programs should never be downloaded from external websites or bulletin board systems or copied from other computers outside the company onto company computers. Downloading or copying such programs also risks the introduction of a computer virus. If there is a need for such programs, a request for assistance should

be directed to computer support or management. Downloading or copying documents from outside the company may be performed not to present a security risk.

- Users should not attempt to boot PCs from floppy diskettes or USB flash drives. This practice also risks the introduction of a computer virus.
- TCPA's computer facilities should not be used to attempt unauthorized access to or use of other organizations' computer systems and data.
- Computer games should not be loaded on TCPA's PCs.
- Unlicensed software should not be loaded or executed on TCPA's PCs.
- Company software (whether developed internally or licensed) should not be copied onto floppy diskettes or other media other than for the purpose of backing up your hard drive. Software documentation for programs developed and/or licensed by the company should not be removed from the company's offices.
- Individual users should not change the location or installation of computer equipment in offices and work areas. Requests for such changes should be directed to computer support or management.

There are a number of practices that individual users should adopt that will foster a higher level of security. Among them are the following:

- Turn off your personal computer when you are leaving your work area or office for an extended period of time.
- Exercise judgment in assigning an appropriate level of security to documents stored on the company's networks, based on a realistic appraisal of the need for confidentiality or privacy.
- Remove previously written information from floppy diskettes or USB flash drives before copying documents on such diskettes or drives for delivery outside TCPA.
- Back up any information stored locally on your personal computer (other than network based software and documents) on a frequent and regular basis.

Should you have any questions about any of the above policy guidelines, please contact the Executive Director.

XX. INTERNET ACCEPTABLE USE POLICY

At this time, desktop access to the Internet is provided to employees when there is a necessity and the access has been specifically approved. TCPA has provided access to the Internet for authorized users to support its mission. No use of the Internet should conflict with the primary purpose of TCPA, its ethical responsibilities or with applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed. Serious repercussions, including termination, may result if the guidelines are not followed.

TCPA may monitor usage of the Internet by employees, including reviewing a list of sites accessed by an individual. No individual should have any expectation of privacy in terms of his or her usage of the Internet. In addition, TCPA may restrict access to certain sites that it deems are not necessary for business purposes.

TCPA's connection to the Internet may not be used for any of the following activities:

- The Internet must not be used to access, create, transmit, print or download material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that may be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, medical condition, marital status, or religious or political beliefs.
- The Internet must not be used to access, send, receive or solicit sexually-oriented messages or images.
- Downloading or disseminating of copyrighted material that is available on the Internet is an infringement of copyright law. Permission to copy the material must be obtained from the publisher. For assistance with copyrighted material, contact computer support or the Executive Director.
- Without prior approval of the Executive Director, software should not be downloaded from the Internet as the download could introduce a computer virus onto TCPA's computer equipment. In addition, copyright laws may cover the software so the downloading could be an infringement of copyright law.
- Employees should safeguard against using the Internet to transmit personal comments or statements through e-mail or to post information to news groups that may be mistaken as the position of TCPA.

- Employees should guard against the disclosure of confidential information through the use of Internet e-mail or news groups.
- Employees should not download personal e-mail or Instant Messaging software to TCPA computers.
- The Internet should not be used to send or participate in chain letters, pyramid schemes or other illegal schemes.
- The Internet should not be used to solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non-job related purposes.
- The Internet should not be used to endorse political candidates or campaigns.

The Internet provides access to many sites that charge a subscription or usage fee to access and use the information on the site. Requests for approval must be submitted to your supervisor.

If you have any questions regarding any of the policy guidelines listed above, please contact your supervisor, or the Executive Director.

Revised June 2017

Approved by the Executive Committee of the TCPA Board of Directors

EXECUTIVE DIRECTOR'S HANDBOOK

RECITAL

Executive Director has served in various capacities in the concrete pavement design, construction and maintenance field and through such experience has acquired special skills, abilities and knowledge regarding concrete and concrete pavements. NOW, THEREFORE, in consideration of the above recital and of the mutual promises and conditions in this Agreement, it is agreed as follows:

AGREEMENTS

1. Employment. Employer shall employ Employee as the Executive Director of the Texas Concrete Pavement Association, herein referred to as TCPA, and Employee agrees to be employed as its Executive Director for the term and under the conditions set forth in this Agreement.
2. Term of Agreement. The Executive Director's term shall be on a yearly basis, to be evaluated at the Annual Board of Director's meeting typically held in January.
3. Salary. As compensation for the services to be performed hereunder, Employee shall receive an annual base salary of \$100,000.00 during the first year of full employment. Employee shall receive compensation on the last day of each month. Employee shall receive increases in salary as may be determined by Employer's Board of Directors in its sole and absolute discretion. Employer, in considering any appropriate increases in salary, shall consider factors including but not limited to: (1) Employee's performance; (2) inflation factors; and (3) overall funding. Employer shall have the right to deduct or withhold from the compensation due to Employee any and all sums required by law to be deducted or withheld, including without limitation, federal income and Social Security taxes and all state or local taxes now applicable or that may be enacted and become applicable in the future.
4. Position. Employee shall be the general manager and executive director for Employer with full power and authority to manage and conduct all of the business of Employer, subject to review by the Board of Directors of Employer. A full description of duties and responsibilities of Employee is set forth in Section 9 below. Employee shall not, however,

take any of the following actions on behalf of Employer without the prior approval of the Board of Directors:

- A. Borrow or obtain credit in any amount or execute any guaranty;
- B. Expend funds for capital equipment in excess of budgeted expenditures for any calendar month;
- C. Execute any contract or make any commitment for the purchase or sale of Employer's assets in excess of one thousand dollars (\$1,000.00) per month;
- D. Execute any lease of real or personal property; and
- E. Exercise any discretionary authority over the management of any employee welfare or pension benefit plan, or arrange the disposition of assets of any such plan.

5. **Extent of Services.** Employee shall diligently and conscientiously devote her attention and energies, estimated to be approximately 23 hours per week, to Employer's business and shall not, during the term of employment of this Agreement, pursue or be actively engaged in any other business activity related to the field of highway and heavy civil construction. Employee is permitted to invest her personal finances as she sees fit, and derive income therefrom. Employee understands and agrees that her position entails certain responsibilities which might require her to work in excess of forty (40) hours per week. The hours worked in excess of forty (40) shall not be compensated by Employer. Employer may, at its own discretion, grant Employee compensatory or administrative time off.

6. **Board of Directors.** Employee shall at all times discharge her duties in consultation with and under the supervision of Employer's Board of Directors. In the performance of her duties, Employee shall make her principal office in such place as the Board of Director shall determine.

7. **Automobile Expenses.** In recognition of Employee's potential need for transportation to conduct Employer's business, Employer shall pay to Employee the amount as listed at <https://www.irs.gov/tax-professionals/standard-mileage-rates> per mile driven by Employee in performance of Employer's business. Employee shall submit quarterly mileage reports to substantiate her claims for reimbursement. Should the Internal Revenue Service increase said allowance, the rate designated herein shall automatically be increased without amendment to this Agreement.

9. Duties. Under the general direction of the Board of Directors of Employer, Employee shall be responsible for the operation and the general management of Employer's activities and services. Her specific duties and responsibilities shall include the following:

- A. Give direction and leadership to the formulation and achievement of the organization's philosophy, mission, and its annual goals and objectives.
- B. Work with the Board of Directors and staff to develop and implement policies, procedures, and long range strategic plans.
- C. Oversee administrative, financial and program operations, and all personnel matters (design of staff organizational structure, hiring and firing responsibilities, etc.).
- D. Prepare and, following Board approval, administer the Employer's annual budget.
- E. Negotiate and ensure compliance with Employer's contracts.
- F. Manage the overall operation of Employer's production facilities and equipment.
- G. Maintain a close working relationship with representatives of TxDOT, RMAs, other trade associations and local governmental entities.
- H. Keep informed of trends, issues, events and developments through professional peer contacts, conference attendance, etc.

10. Vacation. Employee shall be entitled to take 10 days of vacation time per year. Vacation days shall be taken by Employee within the term of this Agreement. Employee may not begin to take vacation days until two (2) months after commencing full-time employment and shall schedule vacation time with the approval of the Board of Directors for the purpose of coordinating work schedules with Employer. Employee agrees that she shall not take vacation (or a vacation in conjunction with one or more holidays) which exceeds three weeks in duration at any time, without the approval of the Executive Committee of the Board.

11. Holidays. Employee shall be entitled to the following paid holidays: New Year's Day
Martin Luther King's Birthday Presidents Day Memorial Day Independence Day Labor
Day Thanksgiving Day Christmas Day

Should any of the holidays enumerated above fall on a Saturday or Sunday, Employee shall be entitled to a Friday or Monday holiday in lieu of the weekend date. Employee

shall be entitled to any additional holidays as declared to be a holiday by the Board of Directors.

12. Additional Benefits. The benefit package shall include the Employer portion of F.I.C.A.

A. Leave of Absence. Upon prior approval of the Board of Directors, Employee may be permitted to take an unpaid leave of absence.

13. Dismissal. During the term of this Agreement, Employee may be removed from her employment for good and sufficient cause. Such an action shall require a simple majority vote by the Board of Directors of Employer. All statutory provisions of law, standards and regulations governing dismissal or discipline shall be applicable to any proceeding regarding termination of Employee. Good and sufficient cause shall include, but shall not be limited to, acts of material dishonesty, disclosure of confidential information, gross or careless misconduct, or if Employee unjustifiably neglects her duties under this Agreement, or acts in any way that has a direct, substantial and/or adverse effect upon

14. Termination by Employee. Employee may terminate this Agreement on 60 days written notice to Employer.

15. Governing Law. This Agreement shall be construed in accordance with the applicable laws of the State of Texas.

19. Entire Agreement: Modification. This Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter addressed herein. No modification or extensions of this Agreement shall be effective unless in writing and signed by the parties hereto, excepting therefrom the areas of discretion reserved by Employer as set forth herein.