

ABHE & SVOBODA, INC.

Employee Handbook

Adopted: May 2024

Prevailing Wage Employees

THIS HANDBOOK AND ITS MANAGERIAL GUIDELINES AND POLICIES SUPERSEDE ALL PREVIOUS MANUALS AND HANDBOOKS, AND ALL OTHER INCONSISTENT EMPLOYMENT-RELATED MATERIALS, PRACTICES, PROCEDURES, REPRESENTATIONS OR TERMS AND CONDITIONS OF EMPLOYMENT WITH ABHE & SVOBODA, INC., WHETHER VERBAL OR WRITTEN, ALL OF WHICH ARE HEREBY REVOKED AND RESCINDED.

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I. ABOUT THE HANDBOOK

We prepared this Employee Handbook as a guide to help you “get acquainted” with Abhe & Svoboda, Inc. (“ASI” or “Company”). It will help you to understand ASI’s way of doing business.

In this Handbook, you will find information about your opportunities, benefits, and responsibilities. We hope it will help you feel comfortable with us. We depend on you - your success is our success. The policies and guidelines as presented here are not designed to restrict you as an individual, but rather to provide the basis for the **teamwork** that is necessary whenever a group of people work together.

Please read this Handbook carefully and keep it handy for future reference. Some of the information is of a general nature and some of it is ASI’s policy. You can obtain detailed information about the subjects covered and their application to your particular situation from your supervisor and/or from ASI’s Equal Employment Opportunity Officer. Feel free to ask any questions that come up at any time.

ASI is dedicated to providing our customers the best quality product, service and pricing while providing you with competitive wages, a comprehensive benefits package and a pleasant place to work.

Always put safety first. We are committed to providing you with as safe of a working environment as we possibly can.

Again, we welcome you as a member of our team and are glad to have you with us. We look forward to you contributing your abilities, enthusiasm, and suggestions, as we all work together for the continued success of our organization.

II. OUR POLICIES

A. Nature of Our Employment Relationship

This Handbook is intended to assist you in becoming familiar with our policies, procedures and benefits. It does not constitute a guarantee that your employment will continue for a specified period of time or end only under certain conditions. Unless expressly modified by a written agreement, employment with ASI is a voluntary employment-at-will relationship for no definite period of time, and nothing in this Handbook constitutes an expressed or implied contract of employment or guarantee of any benefit. You have the right to terminate your employment relationship for any reason with or without cause or notice at any time and ASI may do the same.

From time to time, ASI may unilaterally, in its discretion, amend, supplement, modify or eliminate one or more of the benefits, work guidelines or policies, with or without prior notice. However, ASI will attempt to provide advance notice prior to the implementation of any such

changes or modifications by distributing such changes to you and/or posting them on the official bulletin board as well as the Employee Resources Dashboard.

No supervisor or manager has the authority to amend or modify this Handbook. Any final decision regarding the interpretation of our policies rests with our President. Only a Corporate Officer has the authority to make any individual agreement (or, where applicable, collectively bargained agreement) contrary to this policy, and any such individual agreement must be in writing and signed by the employee and James Svoboda.

During your course of employment with ASI, you may be working in different states than identified by this handbook. State-specific policies can be found on our Employee Resources webpage located at <https://www.abheonline.com/employee.html> (the password is “abhe”).

Nothing in this Handbook, including, but not limited to, its confidentiality, information security, visitors, distribution, no solicitation, and electronic communications (email, voicemail, internet use, social media, etc.) policies, is intended to interfere with or restrict employees’ rights to lawfully engage in or refrain from engaging in protected, concerted activity under the law such as pursuing grievances, criticism or complaints about wages, benefits, working conditions or employer policies, supporting or opposing union organizing, and/or collective bargaining, or other lawful group action, without fear of reprisals.

B. Equal Employment Opportunity

ASI believes in providing equal employment opportunities for all employees. ASI will not violate any law prohibiting discrimination for or against any employee or applicant for employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, pregnancy, gender, gender identity, familial status, disability (including those related to pregnancy or childbirth), military and veteran status, membership or non-membership in a labor organization, sexual orientation, status with regard to public assistance, membership or activity in a local human rights commission, genetic information, complaining in good faith to ASI or a public authority, height, weight or any other characteristic protected under local, state, or federal statute, ordinance, or regulation. Applicants and employees will be evaluated solely on the basis of their conduct, their compliance with ASI’s policies, practices, and legitimate expectations, and their performance and experience.

If you believe that you have been unlawfully discriminated against, you must bring this to the attention of your supervisor or our Equal Employment Opportunity Officer. Employees can bring complaints, ask questions, and raise concerns under our policy without fear of reprisal.

Our policy applies to all aspects of an employee’s employment with ASI including, promotions, demotions, transfers, recruitment, advertising, layoffs, terminations, compensation, hiring and training, and to all applicants. All employees and applicants are responsible for understanding, adhering to, and strictly enforcing our policy. Please refer to the official bulletin board as well as the Employee Resources Dashboard for our most recently updated Policy.

C. Non-Harassment Policy

1. Harassment Policy Statement

As indicated above, ASI is committed to providing a work environment that is free of unlawful discrimination. This policy includes the prohibition of harassment based upon any of the characteristics listed in our Equal Employment Opportunity Policy above. Many harassment situations in the work environment involve sexual harassment. However, complaints alleging harassment based upon other protected characteristics will be handled in the same manner as complaints alleging sexual harassment. The “work environment” includes all of ASI’s premises, and any other locations where Company-sponsored activities take place, any off-site location where Company business is conducted, and on social networking sites if ASI, its customers, suppliers, or employees are referenced or included in communications. “Sexual harassment” is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual’s employment;
- b. Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual’s employment; or
- c. Such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creates an intimidating, hostile, or offensive work environment, and ASI knew or should have known of the existence of the harassment and failed to take timely and appropriate action.

If you believe that you are being subjected to harassment, you must:

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|---------|---|
| First: | Tell the harasser to stop, if you feel comfortable doing so. |
| Second: | Make a record and immediately report the incident to your supervisor or to the Equal Employment Opportunity Officer. |
| Third: | If the conduct continues, this should also be immediately reported to your supervisor and the Equal Employment Opportunity Officer. |

Any reported incident will be investigated. Complaints and actions taken to resolve harassment will be handled as confidentially as possible, given ASI’s obligation to investigate and act upon reports of such harassment. Employees may bring complaints, ask questions, and raise concerns without fear of reprisal under this policy. All employees are responsible for understanding, adhering to, and strictly enforcing this policy. Any violation of this policy may result in discipline, up to and including termination. Making false allegations is also a violation of this policy.

2. Investigation and Recommendation

ASI will, upon receipt of a report or complaint alleging harassment or other inappropriate conduct, authorize an investigation. ASI will generally respond to an employee's complaint within ten (10) to fourteen (14) days.

In determining whether the alleged conduct constitutes harassment or other inappropriate conduct, ASI may consider the surrounding circumstances, the nature of the alleged statements or conduct, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes harassment or other inappropriate conduct requires consideration of all the facts and surrounding circumstances.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint or report is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint or report. The investigation may also include any other lawful methods deemed pertinent by the investigator.

In addition, ASI shall take immediate steps, at its discretion, to protect the complainant, witnesses, or other employees pending completion of an investigation.

3. Prohibition Against Retaliation

All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation or other form of retaliation for participating in any activity protected by law. Employees shall not retaliate against any person who complains of or reports alleged harassment or other inappropriate conduct or retaliate against any person who testifies, assists, or participates in an investigation, proceeding, or hearing relating to a harassment complaint.

If you are subjected to any conduct that you believe violates this policy, you must promptly speak to, write, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the Equal Employment Opportunity Officer within ten (10) days of the offending conduct. Additionally, any manager or supervisor who observes retaliatory conduct must report the conduct to the Equal Employment Opportunity Officer so that an investigation can be made and corrective action taken, if appropriate.

4. Discipline and Other Appropriate Action

ASI may take any appropriate action it deems necessary in response to complaints which are confirmed by investigation or for other violations of this policy. If investigations into employee allegations reveal other people were discriminated against and/or harassed, corrective measures will extend to all affected parties. Such action may include: discipline, such as verbal or written warnings; paid or unpaid suspensions; demotions; transfers; ineligibility for promotions, benefits, or raises; counseling or other required conditions for retaining employment; termination; as well as general reminders of this policy. Please refer to the official bulletin board as well as the Employee Resources Dashboard for our most recently updated Policy.

D. Solicitation and Distribution

In order to prevent disruption of operations, violations of safety, insurance and customer requirements, harassment of employees, and litter, employees and superintendents must work with the EEO regarding non-employee solicitation and distribution.

E. Visitors

All visitors are required to report to the receptionist or office manager, and no entry is permitted without authorization. This control is necessary to prevent unauthorized persons from entering the premises or a work site, for safety, productivity, loss prevention, confidentiality and insurance liability reasons, and to facilitate meetings with authorized visitors.

F. Dress Code

Dress and personal appearance contribute to the morale of employees, promote a safe and productive work environment, and affect the business image ASI presents to customers and visitors. During business hours, employees are expected to present a clean, well-groomed appearance and to dress according to the requirements of their positions. Employees should consult with their supervisor if they have questions as to what constitutes appropriate attire for their position. Employees who arrive for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

Inappropriate dress includes skin tight garments, clothing which exposes the body (i.e., muscle shirts, briefs, halters, see-through clothing, inappropriately short skirts or short shorts), and any kind of clothing with racially, sexually or otherwise offensive legends or slogans. For safety reasons and production, technical or service workers are prohibited from wearing loose or hanging exposed jewelry (including hoop earrings, bracelets, or necklaces). Production, technical and service workers' dress must also meet safety standards, and such employees must wear Company uniforms if supplied by ASI.

G. Employee Parking

A designated parking area is available for employees' use at ASI's office, but customer and work sites may or may not have a provision for parking. No one is to park in an area that would hinder access to any Company, customer or vendor facility, or to a work site.

All employees shall enter and leave the office or a work site through designated entrances. Employees may not remain on or return to the production or work areas once they have completed their work. Ex-employees and employees who are on any type of leave are not permitted on ASI premises, except with the prior approval of their supervisor and by appointment.

We recommend that you lock your vehicle and avoid leaving valuables where they may be seen, since ASI cannot be responsible for loss, damage or theft of personal property or vehicles.

H. Company Vehicles

It is the policy of ASI that Company vehicles will be used within the written scope in which the vehicle was assigned. In general, no Company vehicle will be used for personal business and no personal vehicle for Company business, except when prior approval is given by the employee's supervisor (for Company vehicles) or the owner (for personal vehicles). Employees who are "on call" may use a Company vehicle for events which require two or more hours of attendance. However, employees should not transport non-employee passengers or pets in Company vehicles on a routine basis which is unrelated to business.

If a Company vehicle breaks down, do not leave it abandoned on a highway or street. It is your responsibility to secure it and have it towed to a safe place.

No personal items should be stored in Company vehicles. The vehicle shall be locked each night and work tools shall be stored in a lock box, or tool box, if one is installed on that vehicle. ASI is not responsible for any personal items that are stolen.

Employees must check Company vehicles and equipment before use for fluid levels and leaks, tire and belt condition and other potential safety or maintenance items. Turn in any expense receipts for service and routine maintenance to your supervisor for reimbursement but do not authorize major repairs without approval from your supervisor.

Employees shall not possess, store, transfer or consume alcoholic beverages, cannabis or drugs, or be under the influence thereof, in motor vehicles at any time in the course of employment, regardless of whether or not they are driving or whether they are using a Company Vehicle or a personal motor vehicle for Company business purposes. Except for purposes of Company business, Company vehicles shall never be parked at any establishment that sells alcoholic beverages as its principal business.

The use of radar detectors is prohibited. Bumper stickers are not allowed on Company vehicles. Under no circumstances are keys to be left in an unattended Company vehicle. It is the driver's responsibility to be sure the tailgate is secured and that any materials or trash are covered with a tarp to prevent anything from being blown off a vehicle or trailer.

Vehicle inspections will be performed periodically by Management. However, each operator is responsible for:

- Arranging to take care of dangerous defects immediately! Minor problems should be reported to management and arrangements to have them corrected will be made at convenient time.
- Ensuring that their vehicle has current inspection stickers, license plates and proof of insurance.
- Ensuring that tires are properly inflated, and water, oil, fluids and fuel are at proper levels.

Drivers of motor vehicles must observe all speed limits and traffic safety rules. While driving, employees must always have in their possession a current valid driver's license with proper

endorsements. For insurance reasons, employees who have received a DWI, DUI or habitual violations within the last five years must inform ASI of such violations and will be prohibited from operating Company owned or leased vehicles, or personal vehicles used for Company business, unless authorized in writing by James Svoboda. Employees receiving moving violations and/or parking violations in Company vehicles or personal vehicles used for Company business must inform their supervisors immediately. Any moving violation and/or parking violation will be paid by the driver of the vehicle unless management determines it was not the fault of the driver.

IN CASE OF AN ACCIDENT: In general, give the other driver or law enforcement authority your name, your driver's license number and insurance information. Call a police agency immediately if required. Driver's of ASI vehicles or personal vehicles used for Company business must report the other driver's information at the earliest possible time to the office. The information the driver should obtain includes:

- Name of the other driver;
- Driver's license number of the other driver;
- The license plate number of the other vehicle; and
- The other driver's insurance company and policy number.

If a police report is made, obtain the police report or case number and notify the office of this information also.

When asked a specific question by the other driver or police, give a specific answer, but do not volunteer information other than that contained in the list above. ASI's drivers and passengers should be courteous, but should not make any statement regarding the cause of the accident, or anyone's culpability or fault. If you receive a ticket for causing the accident, accept it politely, but remember that a ticket is not a final determination of whose fault the accident was. Fault will be determined at a later time.

In the event that an accident occurs which results in an injury or damage to an ASI vehicle/equipment, or to another person's property it should be reported to ASI's Corporate Safety Director at the Corporate Office Immediately! If the Corporate Safety Director cannot be reached in a timely manner, the driver should contact their supervisor for assistance in reaching the Corporate Safety Director.

I. Business Gifts

Occasionally, it may be appropriate to express appreciation to customers by means of a token gift. Examples of token gifts are tickets to athletic or entertainment events, gift packages or beverages, or other items with cash value under \$50.00. However, ASI does not make a practice of giving gifts to customers and discourages officers and employees from regularly accepting gifts from individuals or firms who do business with us. Regular gifting and gifting of higher value may suggest bribery rather than appreciation and could reflect badly on the image of ASI as well as the individual involved. Company preference would be that you dine with your customer or attend an event with them. "Discretion" is the key word.

J. Electronic Communication Devices – Standards of Conduct

This policy governs access and use of ASI's computer, computer communication, Internet, Intranet, email, voicemail, facsimile, cell phone and other communication devices (referred to throughout this policy as "Company Electronic Device"), and all similar employee personal electronic devices (referred to throughout this policy as "Personal Electronic Device"). This policy applies to all ASI employees and non-employees (including customers, vendors, subcontractors, business partners, and their employees and applicants) who use or may use either a Company or Personal Electronic Device for business purposes.

ASI reserves the right to restrict or revoke employee or non-employee access to all Company Electronic Devices at any time or Personal Electronic Devices during work time or used for business purposes. Violation of this Policy will result in discipline up to and including termination, as well as possible civil and/or criminal prosecution. In the case of a non-employee, violation of this Policy will result in cancellation of the applicable business relationship or contract, as well as possible civil and/or criminal prosecution.

1. Use, Restrictions, Monitoring and Access of Company and Personal Electronic Devices

All Company and Personal Electronic Devices used for business purposes or during work hours may only be used for lawful and authorized work-related purposes. Company and Personal Electronic Devices may be used for personal reasons during scheduled breaks or the lunch period.

ASI restricts, and reserves the right to monitor Company and/or Personal Electronic Devices used for business purposes or during working time for reasons including, but not limited to: ensuring that the electronic and telephonic systems are being used in compliance with this Policy; monitoring performance, productivity, customer service and compliance with ASI policies; and investigating conduct or behavior, which may be unlawful, inconsistent with an approved business purpose, may adversely affect ASI, or may jeopardize the welfare of employees, vendors, subcontractors, customers, business partners or third parties.

You have no expectation of privacy. ASI retains the right to monitor, access, retrieve, and disclose the content of personal communications sent or received on all Company and/or Personal Electronic Devices used for business purposes or during work hours, even if it is from a personal account, password protected, and/or designated confidential, private and/or privileged. By using Company and/or Personal Electronic Devices for business purposes or during work hours, the user acknowledges that the systems, communications and/or data contained on such systems, are Company property and are to be used for authorized business purposes only (except for appropriate personal use during non-work time). The employee consents to monitoring, access, retrieval, and disclosure by ASI, and acknowledges ASI's right to monitor and access Company and/or Personal Electronic Devices.

Employees may not use Company or Personal Electronic Devices while driving except as expressly set forth in the Policy on Use of Wireless Communication While Driving section of this Handbook.

2. Additional Guidelines for Company Electronic Devices

The following additional guidelines should be observed regarding use of all Company Electronic Devices outside of the office (i.e., cell phones, laptops, iPads, smart phones, tablets, etc.):

- The device is to be used only by the employee. During work hours the device is only to be used for business purposes.
- Personal communications should be the exception and the duration needs to be limited on those communications.
- All non-exempt employees must keep track of all work time spent using a Company Electronic Device after hours by filling out a time sheet. Non-exempt employees are prohibited from using Company Electronic Devices outside of the normal work day, unless they receive advanced permission from their direct supervisor.

3. Social Media

ASI prohibits employee use of social media during working hours, except for employees who are authorized to engage in social media use on behalf of or for ASI. When engaging in social networking, blogging or otherwise posting any information on the internet, during or outside of working hours, employees must abide by the Code of Conduct for Electronic Communications as well as all other workplace rules in this Handbook for all conduct that may be directly or indirectly attributed to, or otherwise adversely affect, ASI. This policy is not intended to prohibit protected activity under the state or federal law.

4. Use of ASI Email Systems

ASI's email system is intended to be used principally for authorized business purposes. Occasional employee use of the email system for personal and non-business purposes is permitted, provided that such use is limited to non-working time, does not interfere with other employees' work, does not create a risk of harm to ASI's computer systems (i.e., risks of viruses, malware and the like), and otherwise complies with ASI's Code of Conduct for electronic communications. ASI reserves the right to monitor all employee email communications on ASI's email system for purposes of compliance with these requirements, and employees should be aware they have no right to privacy in those communications. Employees who have been given access to a ASI email account shall not conduct Company business using a personal email account.

5. Code of Conduct for Electronic Communications

ASI strictly prohibits the use of Company and/or Personal Electronic Devices to access, create, distribute, store or solicit communications or store data that:

- are hostile, abusive, foul, offensive, defamatory, pornographic, intimidating, threatening or otherwise inappropriate;
- threaten, harass or disparage others based upon any characteristic or activity protected under federal, state or local law;
- constitute or relate to unwelcome sexual advances, requests for sexual favors, sexual flirtation or other conduct of a sexual nature;
- disclose confidential, trade secret or proprietary information, including protected health information, concerning ASI or its customers, vendors or business partners to any third party, except as required for performance of the employee's official duties in the course of their employment;
- solicit, advocate or respond to solicitation or advocacy which is not directly associated with Company business during working time;
- may restrict system bandwidth or lines available or reduce business availability;
- are beyond the scope of their authorization or that misappropriate or misuse ASI information;
- state a position on ASI's behalf or otherwise communicate on behalf of ASI without prior written Company authorization;
- link any blog, Webpage or Website to the Website of ASI without prior written approval from James Svoboda; or
- install, transfer or download outside electronic data, programs or components onto ASI's media systems or from ASI's media systems onto the employee's personal media systems without the express written approval of James Svoboda.

6. Policy on Use of Wireless Communication Device While Driving

Employees are prohibited from operating ASI or employee wireless communication device including, but not limited to, a cell phone, while driving a Company vehicle or a personal vehicle for Company business. All wireless communication devices must be turned off or switched to silent mode while employees are driving. If communication is necessary before arrival at a destination, employees are required to pull over to a safe location and park before using their wireless communication device. Alternatively, legal hands-free technology that has been preapproved by ASI may be utilized while operating a Company vehicle or personal vehicle for Company business. Employees charged with traffic violations involving the use of a wireless communication device will be solely responsible for any liability that results from such actions.

K. Company Equipment

Personal Use of Company Equipment

- Employees are not authorized to use Company equipment for personal use without written authorization from the employee's supervisor. Prior to personal use, employees will sign a loan form (with liability release).

- Employees are prohibited from loaning Company equipment to non-employees (family/friends/former coworkers).

Renting of Company Equipment

- Employees are prohibited from renting Company equipment to outside agencies or noncompany personnel without authorization from Corporate Management in Jordan.
 - All equipment rented out requires a rental agreement.
 - Employees will inspect, train the safe usage of, and ensure scheduled maintenance of any equipment that is rented out.

L. Pregnancy Accommodations

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law (Minnesota Statutes § 181.939) gives pregnant and lactating employees certain legal rights. Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence or modification in work schedule or tasks. An employer cannot require an employee to take a leave or accept an accommodation. Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. Employers should provide a clean, private and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk. It is against the law for an employer to retaliate, or to take negative action, against a pregnant or lactating employee for exercising their rights under this law. Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit dli.mn.gov/newparents.

III. OUR EMPLOYMENT RELATIONSHIP

A. New Employees

New employees are generally provided an informal evaluation if they complete ninety (90) days of employment. The period is designed to give new employees an opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. ASI uses this period for an initial evaluation of employee capabilities, work habits, performance and adherence to ASI policies, practices and rules. Completion of the introductory period does not alter an employee's at-will status.

ASI also generally reviews employee performance after a transfer or promotion to a new position. These reviews generally occur three months after the transfer or promotion.

B. Promotions and Transfers

ASI will generally seek to fill new or vacant positions from within ASI by promoting qualified employees. Most new employment opportunities will be posted on ASI's website. If an employee is interested in a posted opportunity, they should submit their internal application according to the instructions on the job posting. However, ASI reserves its right to seek and select an applicant from outside ASI. All candidates will be recruited, interviewed and hired in accordance with ASI's equal employment opportunity policy.

IV. OUR WORKDAY

A. Workday

Due to the nature of our work and the need to coordinate our working hours with a wide range of vendors, subcontractors, customers and other business partners, changes in work schedules, and work locations, required overtime and travel may be necessary.

Employees' actual work schedules will be assigned or approved by their supervisor or manager.

B. Break Periods

ASI recognizes the need for periodic "rest break" periods which should not exceed 15 minutes each morning and afternoon. An established rest break period and a longer unpaid period for lunch will generally be scheduled by your supervisor. If they are not, employees may set their own times for breaks. Employees must record on their time cards their actual start and stop times for each lunch period, if applicable. Rest breaks of 15 minutes or less are paid, but lunch breaks away from the office are not.

ASI will also provide reasonable break times each day to an employee who needs to express milk. These breaks will run concurrently with the break times already provided to the employee. ASI will not reduce an employee's compensation for the time used for the purpose of expressing milk. ASI will also make reasonable efforts to provide a clean, private, in close proximity to the work area, other than a bathroom or a toilet stall, that is shielded from view and free from intrusion from coworkers and the public and that includes access to an electrical outlet, where the employee can express milk in privacy. For additional information about your rights related to pregnancy and lactation, please see the "Pregnancy Accommodations" policy.

V. HOW WE PAY

A. Payday

Employees will be paid weekly for the pay periods starting on Monday and ending on the following Sunday. Payroll distribution will follow the close of the payroll period, and generally will

take place by the Friday following the pay period. If a regular pay day falls on a ASI observed holiday, you will generally be paid the last working day prior to the holiday.

ASI abides by all state and federal laws governing the payment of wages. Any employee who believes that they have not been paid correctly must immediately make a report to payroll in the Jordan office (payroll@abheonline.com). ASI will investigate any such claims and adjust pay as is necessary.

B. Overtime

When not otherwise specified in a wage determination, hourly nonexempt workers will be paid overtime at the rate of one and one-half times for all hours worked plus Holiday hours in excess of 40 hours per work week. ASI will pay overtime compensation to all hourly nonexempt workers based on actual hours worked plus Holiday hours. All overtime must be pre-approved. PTO, or other paid time off (other than Holiday), workers' compensation or other leave, or any other absence will not be considered "hours worked" for purposes of overtime calculations.

C. Payroll

Normal payroll deductions for federal and state income tax, FICA, and Medicare and any required local, state or other withholding will be automatically made based upon information provided to the payroll department by the individual employee. Other payroll deductions required or permitted by law (for example, for garnishments, child support, or monies owed to or property withheld from ASI) will also be made where appropriate. Employees are required to authorize such payroll deductions as a condition of employment.

Direct deposit is ASI's preferred payment method. Employees not receiving direct deposit or electronic payment will be paid via Check Card or check payable to the employee only, as appropriate. ASI will not issue employee paychecks to third parties. Employee paychecks will be given only to the employee unless direct deposit or Check Card is utilized. ASI will not pay any employee in cash, nor will ASI cash any employee payroll or personal check.

D. Travel and Reimbursable Expenses

Please refer to your jobsite ASI Wages & Benefits posting for details relating to compensation relating to travel or per diem.

When not covered through a jobsite Wage and Benefits posting travel time is paid when an employee is transferred to a new job site and needs to travel between sites and includes gas.

Supervisors/Foreman: Will be paid the current job's hourly rate based on the wage sheet without fringe.

All Other Hourly Employees: Higher of \$15 per hour or state/local minimum wage.

You will be paid for all hours driving in a vehicle (we may verify by internet app for reasonableness prior to paying).

For passengers, include in hours worked the time spent traveling, e.g., in a car or on airplane or train, only if it occurs during the employee's normal work hours (using the new job's normal shift). For example, if an employee normally works from 8:00 a.m. to 5:00 p.m., include time spent traveling during that time period as hours worked. Time spent traveling before 8:00 a.m. and after 5:00 p.m. would not need to be included – with one caveat, if the employee performs work while traveling, include the time spent working as hours worked. 29 CFR § 785.39

Also, count as hours worked time spent traveling on non-workdays if the travel takes place during normal work hours. To clarify, if an employee normally works Monday through Friday from 8:00 a.m. to 5:00 p.m. and the employee is traveling on Saturday, count as hours worked the time spent traveling by the employee between 8:00 a.m. and 5:00 p.m. on that Saturday. If the employee's travel spans that entire normal workday time period, include all that time, minus time usually given for lunch or breaks, as hours worked. 29 CFR § 785.39. As noted above, if the employee actually performs work on a non-workday while he or she is traveling, count that time as hours worked regardless of what time the work is performed.

Employees will be reimbursed for gas receipts when traveling between jobs.

VI. ASI'S CODE OF CONDUCT

ASI's Code of Conduct is designed to provide notice of ASI's expectations for ASI employees. ASI expects its employees to obey these rules of conduct, which are intended to protect the interests and safety of all employees and of the organization. As an employee, you are responsible for knowing, understanding and adhering to the Code of Conduct.

Because it is not possible to provide a Code of Conduct that covers every situation or lists every type of unacceptable behavior, the following are examples of conduct that may result in discipline:

1. Failure to work efficiently or produce satisfactory results.
2. Employees are expected to be ready to work at starting time.
3. Failure to notify your supervisor in advance of an absence (before start time), and daily during any absence of more than one day.
4. Unacceptable absenteeism or tardiness.
5. Leaving work prior to the completion of your schedule or shift without the prior authorization of your supervisor.
6. Failure or refusal to follow instructions or directives from supervisors or management.

7. Failure to follow safety or health rules, wear appropriate safety or personal protective equipment, immediately correct or report an unsafe condition or report injuries or accidents (no matter how small or insignificant) as soon as reasonably possible after they occur.
8. Inappropriate or unauthorized use, removal, misappropriation, possession, destruction, neglect or abuse of employee, Company, or others' tools and products, supplies, money, property or equipment.
9. Possession, consumption, or transfer of alcohol, cannabis or drugs on the job or reporting for work or working under the influence of drugs, cannabis or alcohol.
10. Threats, threatening language, and insubordinate behavior, verbal or physical intimidation, horseplay, fighting or insubordination.
11. Making false or defamatory statements regarding ASI, its personnel, or policies to current or prospective customers, employees, vendors, subcontractors, or other business partners.
12. Personal use of ASI tools, materials, property or vehicles without the express, prior permission of a supervisor.
13. Working on personal matters during working time.
14. Engaging in any other business or employment that conflicts with or interferes with your responsibilities to ASI.
15. Discussion of doing work on the employee's own account for ASI customers or engaging in such work.
16. Unauthorized disclosure of confidential or proprietary information, regarding ASI, its employees, or its customers.
17. Violation of any of ASI policies, including the policies on discrimination, harassment and Resolution of Complaints, or failing to meet reasonable ASI expectations.
18. Providing false, inaccurate, or misleading information to ASI, such as employment application information, including, but not limited to, information about your prior employment and qualifications, criminal record, your absences, your time worked, expenses, leave requests, or in response to requests for information.
19. Making frivolous, false or malicious statements, claims or charges to ASI or to a third party about ASI, its personnel, policies or practices.

20. Inaccurately reporting or recording one's own time and (without prior supervisory approval) reporting the time of another employee (whether accurately or not) or allowing one's own time to be reported by another person (whether accurately or not), or working overtime hours without reporting them.
21. Disorderly, dangerous, inattentive, negligent, wasteful or careless conduct.
22. Sleeping during working hours or taking unauthorized breaks.
23. Failure or refusal to perform assigned duties (other than those that are not safe to perform), mandatory overtime, scheduled hours, travel to or from, or to report to any assigned project or job site.
24. Gambling on ASI premises (including ASI's parking lots and job sites).
25. Possession of unauthorized firearms, explosives, weapons or other dangerous or unlawful materials or contraband on ASI property including ASI parking lots and project or job sites, unless otherwise permitted under state or federal law.
26. Making false, frivolous, malicious or derogatory statements concerning clients, customers, and vendors of ASI.
27. Entering or remaining in production or work areas before or after the completion of one's scheduled hours or shift, or during non-work periods, without prior permission.
28. Unauthorized use of electronic communications which includes but is not limited to telephones, facsimile, mail, email, copiers, computers, "smart phones" or other equipment of ASI.
29. Smoking in an unauthorized area.
30. Failure to observe traffic and parking rules on vendor, customer, other business partner, or ASI property or at project or job sites.
31. Failure or refusal to work cooperatively with other employees.
32. Uncooperative, rude or offensive treatment of vendors, subcontractors, customers or business partners in person, in writing or by phone.
33. Failure to report to the supervisor when taking over-the-counter or prescription medication which might affect the employee's ability to perform or create a safety risk.
34. Committing a gross misdemeanor, felony or serious regulatory offense, or any similar act or omission, whether on or off duty, which adversely affects ASI by bringing ASI into disrepute, exposing ASI to the risk of liability or expense, undermining the

employee's ability to effectively perform their duties or reducing customer, vendor, business partner, or co-employee confidence in the employee.

35. Inadequate performance, violation of any ASI policy, safety rule or guideline, practice or standard, failure to meet standards or reasonable expectations of ASI or any other conduct which ASI determines to be adverse to its business interests.
36. Behavior disruptive of business or the performance of other employees.
37. Removing or modifying any environmental regulatory devices or gauges from any Company vehicle or equipment.
38. Failure to report a defect or malfunction of equipment.
39. Operating a piece of equipment not authorized to operate.

An employee who commits an act that is contrary to ASI's Code of Conduct or who violates a rule of common sense or decency may face discipline or corrective action. The basic purpose of discipline is to encourage the employee to modify their behavior in accordance with ASI policies or standards by imposing penalties upon the employee. Corrective action is intended to assist the employee to improve their performance or conduct through additional training, modification of job expectations, etc.

Discipline may include, but is not limited to: verbal or written warnings; paid or unpaid suspensions; demotions; transfers; ineligibility for promotions, benefits or raises; counseling or other required conditions for retaining employment; or termination. A progressive form of discipline may not be followed in all cases. Depending upon the nature of the violation and the surrounding circumstances including, but not limited to, the nature of the conduct or the employee's past work record and past conduct, one or more steps of the discipline process may be repeated or skipped. In some circumstances and in ASI's sole discretion, immediate discharge may result from a single incident.

Your supervisor can answer questions employees may have about acceptable personal conduct.

VII. HOW WE COMMUNICATE

A. Open Door Policy

ASI is firmly committed to maintaining open lines of communication with all of its employees. ASI encourages its employees to bring suggestions, ideas, questions, or concerns to the appropriate supervisor.

Job related questions should initially be discussed with the employee's immediate supervisor. Employees who do not feel their problem or question was satisfactorily addressed by

their supervisor or who are uncomfortable discussing a particular issue with their supervisor are encouraged to contact their next level of management, the Equal Employment Opportunity Officer, or any other member of management with whom the employee feels comfortable.

B. Problem Resolution: Work Together

We are concerned about *every* ASI employee, and about every employee's concerns, questions, or complaints. ASI has the following procedure for responding to employee concerns or complaints.

If you ever have a complaint, concern, or question about any aspect of your employment at ASI, you are urged, and required, to use the following procedure:

- a. In most cases, you must first talk with your supervisor if you have any concerns, complaints, or questions regarding your employment at ASI. Often, an informal discussion of such issues will lead to their quick, effective resolution. Be polite, but direct about your concern. If you have a concern, complaint, or question that isn't resolved after you have had such an informal discussion, you should proceed to Paragraph b. If you don't feel comfortable approaching your supervisor about your concern, go to Paragraph e(i) and follow the instructions there.
- b. Please give your written complaint to your supervisor within 14 calendar days of the date the problem arose (unless you are following Paragraph e(i)). Your supervisor will forward a copy of your complaint to ASI's management.
- c. Your written complaint should indicate:
 - (i) Your name, position or department, and shift, if applicable;
 - (ii) What you are unhappy about. State clearly what happened, who was involved, when it happened, why you believe it happened, and why it is a problem for you;
 - (iii) Provide any other information you think is relevant to your complaint; and
 - (iv) Describe what you think should be done to correct the problem.
- d. We will generally investigate and respond to your complaint within 10 to 14 days. This period may be extended, depending on the facts and circumstances of each case (such as the number of people who need to be interviewed or facts to be investigated).
- e. Please keep the following additional guidelines in mind:

- (i) If you have a complaint or concern and you don't feel comfortable for any reason discussing it with your supervisor or submitting a written complaint to them, you must bring your complaint (verbally or in writing) to the Equal Employment Opportunity Officer.
- (ii) Don't be afraid to speak for yourself. This is an informal procedure and you should present your concerns in your own words. Formal representation of employees by other employees or non-employees is unnecessary.
- (iii) Retaliation against employees who raise concerns or complaints is prohibited and may result in discipline up to and including termination.

C. Bulletin Boards and Employee Resources Dashboard

ASI maintains a bulletin board in the lunch room to keep employees informed of notices pertaining to matters directly concerning Company business and announcements of a business nature which are equally applicable and of interest to employees. Mandatory federal and state postings are displayed as well. Each employee has the responsibility to read the information that is posted. Employees should check this board regularly for important notices including information on safety rules, job postings, and changes in policies, practices and benefits. Only official ASI notices may be posted on this board. Employees who have opted into electronic notification also have access to our policies through the Employee Resources Dashboard.

D. Personnel Information

ASI maintains a personnel file on each employee containing appropriate employment records. Under state law, employees have the right to review their personnel files and are entitled to remedies if those rights are denied. Additionally, ASI does not and will not: (a) require nondisclosure of wages as a condition of your employment; (b) take adverse employment action or retaliate against you for discussing your wages or another employee's wages (if voluntarily disclosed to you); or (c) require you to sign a waiver purporting to deny you the right to disclose your wages. If ASI fails to do any of the foregoing (a) - (c), you may have remedies under the law. Employees working more than eighty (80) hours in Minneapolis, St. Paul, Bloomington, or Duluth may have additional rights and remedies regarding paid time off. ASI will not retaliate against you for asserting your rights. Maintaining personnel files with up-to-date information is very important as it provides ASI with contact information in case of emergency, addresses for mailings, data for payroll purposes, and information required for insurance programs as well as other benefits. Please notify us of any relevant changes to your personal information. Personnel files are the property of ASI and access to the information they contain is monitored. Generally, only supervisors and management personnel of ASI, and third parties who ASI deems to have a legitimate reason to review information in a file, are allowed to do so.

VIII. WHEN YOU NEED TO BE AWAY FROM WORK

A. Attendance

You are expected to report for work on time, ready to work and with a minimum of absences. Good attendance habits are an integral part of every employee's job description. Unnecessary absenteeism and lateness is expensive, disruptive, and places an unfair burden on your co-workers and your supervisor. Unsatisfactory attendance will adversely affect an employee's opportunity to be retained, promoted, receive pay increases or become eligible for certain benefits.

If you are going to be late or absent for any reason, you must personally telephone your supervisor prior to and as far in advance of your starting time as possible. Simply advising the receptionist or a coworker or leaving a text or voicemail message or sending an email is not acceptable notification for these purposes. Explain why you are going to be absent and when you expect to return to work. It is your responsibility to ensure you provide proper notification to your supervisor. If you are absent for more than one day, you must provide your supervisor with a daily status report on your absence each day until you return to work.

An excused absence occurs only when ASI approves an employee's request for legally mandated leave or for approved absence for another sufficient reason. ASI reserves the right to require satisfactory documentation or substantiation of reasons for employee absences or lateness for work. Employees must continue to notify their supervisor daily during an extended absence.

If an employee is absent for three consecutive days without notifying their supervisor, or after notice but without approval of a legally mandated leave or sufficient reason for the absence, it will be treated as a resignation or job abandonment and employment will be automatically terminated.

Good attendance, being on time and honesty in connection with any absenteeism or tardiness which is unavoidable are essential to successful employment at ASI.

B. Leaves of Absence (Generally)

Leaves of absence will only be granted with prior approval to eligible full-time employees. Leaves of absence must be pre-approved and may be granted or denied at ASI's sole discretion. Except where required by law, seasonal, temporary, part-time and introductory workers are not eligible for leaves of absence. ASI reserves the right to require satisfactory documentation or substantiation of reasons for employee leaves of absence. In each case, leaves are unpaid and subject to restrictions.

C. Family and Medical Leave of Absence

ASI offers Family and Medical Leave of Absence (FMLA) leave to eligible employees for: the birth, adoption, or foster care placement of a child; for the employee's serious illness; for the

serious illness of the employee's spouse, child or parent; or to care for a covered servicemember with a serious illness or injury incurred in the line of duty.

Eligible employees are allowed up to twelve (12) weeks FMLA leave in a twelve (12) month period if they have worked for ASI at least twelve (12) months prior to the commencement of the leave and have worked at least 1,250 hours during the twelve (12) month period prior to the leave. The right to FMLA leave in a twelve (12) month period is calculated as a **“rolling” twelve (12) month period measured backward from the date of any FMLA usage.**

An employee is not eligible for FMLA if both:

- The employee works at a facility with fewer than 50 employees, and
- ASI has fewer than a total of 50 employees within 75 road miles of that facility.

An eligible employee is entitled to twenty-six (26) weeks of leave to care for a covered servicemember undergoing medical treatment, recuperation or therapy for a serious illness or injury incurred in the line of duty. A covered servicemember is: (1) a current member of the Armed Forces (including National Guard or Reserves); or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five year period prior to the first date the eligible employee takes FMLA leave to care for the veteran. If an employee takes leave to care for a covered servicemember, they are entitled to twenty-six (26) weeks of FMLA leave during one (12) month period; however, they are only entitled to a combined total of twenty-six (26) weeks for all leave taken during that (12) month period measured forward from the date of an employee's first FMLA leave to care for the covered servicemember begins. The leave shall not exceed twelve (12) weeks in duration if an employee takes leave for: the birth, adoption or foster care placement of a child; the employee's own serious illness, or the serious illness of the employee's spouse, child or parent; or a qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on (or has been called to) active duty.

If the FMLA leave is to care for the employee's spouse, child or parent with a serious health condition, or to care for a covered servicemember (who is the spouse, child, parent or next of kin of the employee) with a serious illness or injury incurred in the line of duty, or if the FMLA is due to the employee's own serious health condition, the leave may be taken intermittently or on a reduced leave schedule, but only when medically necessary. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, continuing treatment may be met by: (1) a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider; (2) one visit to a health care provider and a regimen of continuing treatment; or (3) other equivalent conditions. An employee must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt ASI's operations. The employee must provide medical certification in support of a leave due to serious illness, or for "caregiver leave" for the ill or injured servicemember. ASI reserves the right to require a medical certification, recertification or confirmation thereof from a health care provider of ASI's choice and at its expense.

If the FMLA leave is for a qualifying exigency because the spouse, child or parent of the employee is on (or has been called to) active duty, the leave may be taken intermittently or on a reduced leave schedule. Exigencies include various events (i.e., military event, counseling sessions) and arrangements (i.e., alternative child care, financial/legal arrangements) associated with deployment. Employees requesting such leave may be required to supply ASI with supporting certification or recertification.

If the FMLA leave is foreseeable, the employee must notify ASI at least thirty (30) days prior to the first day of the FMLA leave. If thirty (30) days' notice is not possible, or if the leave is not foreseeable, the employee should notify ASI as soon as practicable and, in any event, within two business days of learning of the need to take FMLA leave. The employee must provide the anticipated start date and return date of the leave as well as sufficient information for ASI to determine if the leave qualifies for FMLA protection. ASI will notify the employee whether the employee is eligible for FMLA and whether the leave will be designated as FMLA protected.

FMLA leave is not paid leave by ASI. If the employee has PTO grants available, the employee must use the PTO time or other accrued paid time off for the FMLA leave and such time will count both as FMLA leave and as PTO. Certain employees may be eligible for short-term disability pay in the event of a serious illness of the employee, but the receipt of short term disability or workers' compensation benefits in the event of a work-related injury or illness during FMLA leave shall not extend the FMLA leave beyond the twelve (12) or twenty-six (26) week limit.

The employee shall not be granted PTO or other leave grants during the FMLA leave, nor will the employee receive holiday pay for any holidays which occur during the FMLA leave. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

ASI will continue to provide group health insurance benefits to employees on FMLA leave, provided they were eligible for such benefits prior to the leave. The employee shall continue to be responsible for the employee's portion of the premium, which shall be deducted from any pay received by the employee during the FMLA leave. If the employee does not receive compensation from ASI during the FMLA leave, the employee shall pay the premium to ASI on or before the time it would be made if by payroll deduction. If the employee does not return to work at the end of the FMLA leave, the employee may elect, if eligible under COBRA, to continue, at their own cost, group health insurance at the full group rate cost of such coverage, including the portion paid by ASI for employees, but must reimburse ASI for ASI's premium payments paid during the FMLA leave in such cases of non-return.

Upon returning from an FMLA leave, the employee shall be restored to the same position held prior to the leave, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. The employee shall retain eligibility for group benefits as prior to the leave, including group health insurance, even if the employee did not pay the employee's portion during the FMLA leave, but ASI retains the right to recover any unpaid employee portion of group health insurance for the period of the FMLA leave, or other amounts due ASI from the employee, upon the employee's return to work.

If the FMLA leave was for the employee's own serious illness, the employee must submit a medical certification to ASI which states that the employee is able to resume work, and perform all the essential duties of their position without restrictions, before the employee may be restored to their same position. ASI reserves the right to require a medical certification or confirmation thereof from a health care provider of ASI's choice and at its expense.

Your rights to FMLA leave are legally protected and do not affect other discrimination laws or supersede other laws granting greater benefits. If you have any questions or concerns about your FMLA leave rights or your rights under state or federal leave law, please raise them with Human Resources. You may also bring them to the U.S. Department of Labor or to a private attorney. If you have any questions about your entitlement to leave, please contact Human Resources for more information.

D. Minnesota Parental and School Conference/Activity Leaves of Absence

1. Minnesota Parental Leave of Absence

ASI offers unpaid Parental Leave of Absence (PLA leave) to Minnesota employees for the birth or adoption of a child, prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions. All employees are eligible for up to twelve (12) weeks of PLA leave. PLA leave is not paid by ASI, but ASI will continue to make group health insurance coverage available to the employee while on leave of absence though the employee shall continue to be responsible for the cost of coverage. Also, employees must use any accrued paid time off with PLA leave under this policy, provided that such use does not increase the twelve (12) weeks of leave available under the policy. Any leave granted under this Parental Leave Policy will run concurrently with any similarly qualified leave under the FMLA.

PLA leave must begin within 12 months of the birth or adoptions, unless the child must remain in the hospital longer than the mother, in which case the leave must begin within 12 months after the child leaves the hospital.

An employee returning from a PLA leave longer than one month must notify a supervisor at least two weeks prior to returning from leave to confirm the date of return. Upon returning from PLA leave, the employee shall be restored to the same position held prior to the leave, or to a position with comparable duties and hours at the same rate of pay the employee had been receiving when the leave commenced, together with any automatic adjustments in that pay rate occurring during the leave. The employee shall also retain available pre-leave employment benefits.

2. Minnesota School Conference/Activity Leave

Minnesota employees may take unpaid leave up to a total of sixteen (16) hours during any twelve (12) month period to attend pre-school or school conferences, observations or activities related to the employee's child, if such conferences, observations or activities cannot be scheduled during non-work hours.

When School Conference/Activity Leave cannot be scheduled during non-work hours, and the need for the leave is foreseeable, the employee must provide reasonable prior notice to ASI of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt ASI's operations. Employees may use accrued paid time off for school conference/activity leave under this policy.

E. Military Leave

It is ASI's policy to offer reemployment to employees returning from military service in appropriate circumstances. ASI requests as much notice as possible for those desiring military leave. Such reemployment opportunities will be granted for employees as follows:

1. Employees entering active military service for a single enlistment period will be granted a general unpaid military leave of absence. ASI will reinstate employees returning from military leave to their former jobs, or to an equivalent position, except in cases where changed circumstances make it impossible to do so or create an undue hardship for ASI.
2. Employees who are members of a National Guard or Military Reserve unit may elect to treat summer training periods as PTO to the extent the employee has available PTO grants for the period.
3. Employees who elect not to treat military training periods with a National Guard or Military Reserve unit as PTO will receive unpaid military leave for the period of the training.

F. Leave of Absence Time Limitations and Impact Upon Employee Benefits

Time spent on a leave of absence of over 30 days, except legally mandated leave time, will not be counted as time employed in determining an employee's length of employment, nor will benefits be granted, paid or available during such time, except where required by law.

Employees who remain away from work beyond the return date of an approved leave, will be treated as having resigned or abandoned their employment and such separation will be automatically recorded as of that date, without right of reemployment, recall or reinstatement.

ASI will deduct from employee wages, or otherwise seek reimbursement for, any PTO, disability, workers' compensation or other leave-of-absence-related benefits paid to the employee during any period of leave of absence if: 1) the employee made or provided false or inaccurate statements or representations in connection with requesting or taking the leave of absence; or 2) if the employee remains away from work beyond the return date of an approved leave.

G. Inclement Weather

Occasionally, ASI's business hours may be altered or operations may be reduced or temporarily closed down due to inclement weather or emergency conditions. If threatening weather is forecast or occurs, contact the office for more information prior to your start time. If such an event occurs after the business day commences, employees may be sent home by decision of ASI. Employees who elect to stay home, or to leave when operations are continuing, will be considered absent without excuse.

IX. TIME OFF TO REST

A. State and Federal Sick Leave

Please refer to your jobsite official company Bulletin Board and Employee Resource Dashboard.

B. Holidays

Please refer to your jobsite ASI Wages & Benefits posting for details relating to Holiday pay.

X. HOW WE CARE FOR YOUR HEALTH AND SAFETY

A. Safety and Health

ASI is committed to providing all employees with a safe work environment. Safety is an integral part of each employee's job.

All employees are responsible for working safely and maintaining a general safety awareness of their surroundings, to use good judgment and common sense, to follow proper procedures and to comply with OSHA standards and ASI safety rules. All employees are expected to maintain good housekeeping on our premises and work sites.

No matter how minor a potential or suspected safety hazard might be, employees must immediately correct or report it to their supervisor. Correcting a safety hazard before an injury occurs is the best way to prevent workplace accidents. Personal hygiene and clean work areas make for a more pleasant, as well as a safer, place to work. Employees are required to wash or sanitize their hands before returning to work after visiting the toilet areas.

Any employee who is furnished safety equipment by ASI will be required to wear such safety equipment at all times while doing the work for which the equipment is furnished. Safety equipment furnished by ASI, which is damaged or worn out in use, will be replaced free of charge, provided the worn or damaged equipment is turned in when the new equipment is issued. Employees who abuse or lose equipment, however, will be subject to discipline.

ASI prohibits any form of discipline, reprisal, intimidation, or retaliation for:

- Reporting a violation of ASI's safety rules, a hazardous condition, or other safety concern.
- Reporting an injury or illness.
- Reporting an incident, accident, or near miss.
- Participating or cooperating in any investigation related to a safety issue, injury, illness, accident, or near miss.

If you believe that you or a coworker has been retaliated against for reporting a safety concern, injury, illness, accident, or near miss, you must report this conduct to your direct supervisor, human resources or our Equal Employment Opportunity Officer.

B. Medical Examinations

Medical examinations may be required for personnel as a condition of a final offer of employment, for determination of fitness to return to work, for assessment of accommodations, for confirmation of reasons for absence or leave, as required by our corporate safety policy and in other appropriate circumstances. Such examinations will be conducted at ASI's expense and conducted by ASI-appointed doctor. Pre-employment examinations will only be conducted after ASI has extended a conditional offer of employment to the applicant. Employment, return to work or a new job assignment is conditional on receipt of a satisfactory doctor's report when an examination is required, even if the employee has provisionally begun work prior to receipt of all such information. Any such procedures will be designed and administered in conformance with applicable law, and at employer expense when the law so requires.

C. Substance Use and Abuse

ASI is strongly committed to providing a safe workplace for its employees and promoting programs with a high standard of health. Consistent with this commitment, ASI will strive to maintain a work environment that is free from the effects of alcohol, illegal drugs or any controlled substance. Reporting to work under the influence of illegal drugs or alcohol, or the possession, storage, transfer, dispensation, distribution, manufacture, or use of any illegal drug, alcohol, or controlled substance while on ASI premises, at ASI's work site or in Company vehicles is strictly prohibited. These activities may create unsafe working conditions, result in serious violation of ASI's work rules, and can jeopardize your co-workers and ASI.

1. Alcohol

Consumption of alcohol on ASI premises (including ASI parking lots), within Company vehicles, or on any project or job site is prohibited, except for refreshments served by designated personnel during Company sponsored events conducted for our customers and during occasional officially sanctioned Company sponsored employee functions. On those occasions, all employees are expected to act responsibly and to exercise prudence in the amount of alcohol they consume.

2. Drugs

Drugs are defined as (i) illegal controlled substances as defined by Minnesota law; (ii) legal controlled substances that are being used or possessed illegally; or, (iii) legal controlled substances that could adversely affect the ability of the Employee to perform their job safely. Employees are prohibited from possessing, storing, transferring or using drugs, or reporting for work under their influence. The only limited exception to the prohibition against drugs is prescription drugs used in accordance with a valid prescription. An employee who is taking any drug or medication that may affect their ability to work safely, or could reasonably impair their job performance, is responsible for informing Human Resources before beginning work. Employees will be subject to disciplinary action up to and including termination if such notice is not provided. An employee who is deemed incapable of working safely, or performing their job duties, will not be permitted to work.

3. Cannabis

Cannabis is defined as tetrahydrocannabinols, cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products. Employees cannot consume, use, possess, sell, transfer, or be impaired by cannabis in the course of: (i) reporting for or remaining on duty; (ii) performing (or being about to perform) any work tasks, including, but not limited to, Safety-Sensitive duties; (iii) being on ASI's or a customer's premises; or, (iv) operating a Company vehicle, machinery or equipment used in the service of ASI. An employee who is deemed incapable of working safely, or performing their job duties, will not be permitted to work.

For more information please refer our Drug and Alcohol Abuse Policy included in our Safety, Health & Environmental Employee Handbook which is routinely updated to reflect federal law, state and local statutes and ordinances.

D. Smoking

Smoking of tobacco products is only allowed where expressly permitted. Smoking is prohibited in all ASI's indoor facilities, and in ASI vehicles. Follow the customer's and vendor's policies and work site regulations on smoking. Failure to comply with applicable smoking policies may result in disciplinary action.

For purposes of this policy, smoking includes lighting, smoking or carrying a lighted tobacco cigarette, tobacco cigar or pipe, and the use of any electronic smoking device. This list is illustrative only and not exhaustive.

E. Temporary Alternative Work: Light/Restricted Duty

ASI will offer light/restricted duty positions, to the extent available, only to current regular employees of ASI who have been injured in the course of employment and are entitled to benefits under the workers' compensation statute. Non-employee applicants for employment and employees injured away from work are not eligible for light/restricted duty positions.

Employees injured in the course of employment who have been certified for return to work must provide a satisfactory response from their physician to ASI's requests for information so that appropriate placement to a light/restricted duty position may be made, to the extent positions are available. Some restrictions may prevent any placement in a light/restricted duty position at ASI, even though those restrictions may permit employment with another employer.

Light/restricted duty positions will be limited in number, and ASI will not create additional positions when such positions are unwarranted or uneconomic. In all cases, the essential duties of a position must be performed by the employee or the light/restricted duty position will be denied.

Employees may not work in these positions beyond a period of twelve (12) weeks, subject to availability of positions and in accordance with state and federal law. If an employee who is subject to medical restrictions is able to perform all the essential duties of a regular full-time position within those restrictions, that individual's employment status is "regular" and not that of a light/restricted duty position employee.

F. Workplace Violence

ASI's policy is to promote a safe environment for its employees. ASI is committed to working with its employees to maintain a work environment that is safe, secure, and free from violence, threats of violence, harassment, intimidation and other disruptive behavior. Physical violence, threats of physical violence, harassment, intimidation and other disruptive behavior in our workplace or involving ASI's employees, vendors, subcontractors, customers, or other business partners will not be tolerated; that is, all reports of incidents will be taken seriously and dealt with appropriately. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, up to and including termination, criminal penalties or both.

All ASI employees are responsible for notifying their supervisor of any acts or threats of violence they have witnessed, received or been told that another person has witnessed or received. Even without an act or threat of violence, employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on ASI controlled site, or is connected to ASI employment.

In support of this policy, ASI also establishes an informed weapons policy. No employee, visitor, guest, vendor or anyone else dealing with ASI in the course of business may possess, transport or use a weapon of any kind while on ASI property or at any Company sponsored event without prior consent. Employees with a state issued carry permit are to notify their supervisor of their intent to carry prior to doing so. Supervisors will clear such requests through James Svoboda who will, at his sole discretion, grant or deny the request. Such permission shall be granted in writing and, in such case, the possession of such weapon must be discrete and the weapon must be under the licensed carrier's control at all times. Weapons include all firearms, knives, explosives or any device which is likely to produce bodily harm and which ASI, at its discretion, deems dangerous. Small pocket knives or knives designed and used in the production process or in the preparation of food are generally not prohibited by this policy.

XI. PROTECTING OUR BUSINESS

A. Confidentiality

The nature of our business is highly competitive. Confidential, trade secret, or proprietary information (“Confidential Information”) includes, but is not limited to, discussions, documents and research, notes, memoranda and data (including audio and video tapes and electronic or computer data stored on hard drives, disks or otherwise) regarding proposals, estimates, pricing, bidding, projects, marketing, customers and prospective customers and projects, which employees prepare, compile, have access to, or receive at any time during the course of their employment, which is not available to persons or firms outside of ASI. “Trade secrets” do not include common trade skills or inventions the employee devises outside their employment with ASI. If you are ever in doubt as to whether information is restricted or confidential, treat it as such until you are advised in writing by your supervisor or ASI officer to the contrary.

Employees shall not disclose or provide any such Confidential Information to outsiders without the prior written authorization of an ASI officer, except as provided in the final paragraph of this Section. An employee’s unauthorized disclosure or removal of Confidential Information may result in possible civil and/or criminal prosecution, as well as discipline.

When your employment with ASI ends, you must return all Confidential Information and all other ASI property, documents, materials, tools or equipment issued to you by ASI during the term of your employment, including all copies and information storage versions and including any ASI information and ASI customer information stored on your Personal Electronic Devices as that term is defined earlier in this Handbook. Your obligation to maintain the confidentiality of such information and not to disclose or remove it continues, both during and after your employment with ASI, without time limitation.

Nothing in this Section is intended to discourage an employee from discussing their own terms and conditions of employment, or the terms and conditions of other employees who freely share such information with other employees, or with third parties who are not competitors of ASI, or from engaging in concerted activity with such employees or third parties.

B. Notice/Policy on Privacy in Connection with Employment

ASI reserves the right to investigate and to interview employees in the course of implementing and enforcing our policies, to require truthful answers to inquiries in connection with such investigations and interviews, to administer tests, to conduct searches of employees’ persons, vehicles, work stations and locations, furniture, clothing, purses, briefcases, luggage, lockers, toolboxes, personal items and other possessions, mail addressed to employees at work, documents, computer, email, voicemail, Internet and telephone communications and databases and any and all other articles or information within their possession or control while employees are on duty, on ASI, customer, vendor, or business partner property or while operating or being transported in a commercial motor vehicle or any other vehicle used, at that or any other time, in the service of ASI. ASI may, in its sole discretion, take into custody any items or information

which it deems to represent possible evidence of a violation of its policies or local, state or federal law. An employee's interference, non-cooperation or refusal to submit to such investigations, interviews, searches and seizures, or to required tests, may lead to disciplinary action, up to and including discharge.

C. Moonlighting

Employees may engage in outside employment (including self-employment) or any non-employment activities while working for ASI so long as such activity does not conflict with your commitments to ASI or with ASI's interests. Please notify your supervisor if you are considering outside employment. ASI may object to outside employment activities if it feels the outside employment violates this policy. ASI's work requirements, including any ASI overtime, must take precedence over any outside employment.

D. False Information and Claims

ASI will not pay medical, income replacement or other benefits for injuries or sicknesses resulting from other employment or self-employment, or from outside activities. Providing false information to ASI, any attorney, investigator, health care or treatment provider, insurer or government agency or tribunal in connection with a claim for benefits, or in pursuit of any other legal remedies, or acting in bad faith in connection thereto, will result in civil and/or criminal prosecution, forfeiture of benefits and/or civil damages in addition to discipline. Filing a charge, proceeding with other legal remedies or cooperating with a governmental investigation, in good faith and without falsification of facts, will not constitute a violation of this policy and will not be grounds for discipline.

E. Protected Health Information

ASI is committed to complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the statutory amendments made to HIPAA under the Health Information Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Recovery and Reinvestment Act of 2009 (ARRA). ASI's Equal Employment Opportunity Officer is designated as ASI's Medical Information Officer. In this capacity, the Medical Information Officer is responsible to ensure that ASI maintains safeguards against the improper disclosures of an employee's medical information. For all nonroutine disclosures of an individual employee's medical information, ASI will provide notice to the affected employee and obtain their consent before disclosure is made. ASI will document all disclosures of an employee's medical information. Employees are instructed to direct any questions or complaints regarding medical information or ASI's policies or procedures concerning medical information to the Medical Information Officer. Further, any employee may bring a complaint, ask a question or raise a concern regarding medical information without concern over adverse employment action.

F. Whistleblower Protection

This policy is intended to encourage and enable directors, employees, volunteers, and contractors to raise any concerns about suspected violations of law or regulations so that the Company can address and correct any inappropriate conduct and actions. This policy establishes a confidential way to report any inappropriateness within the financial or other activities of the Company. It is intended to provide protection for whistleblowers – those employees who potentially risk their careers by reporting suspected illegal activities within the organization. This policy describes a formal process to deal with complaints, which will be taken seriously.

The Company requires directors and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As representatives of this organization, they practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.

It is the responsibility of all employees to report financial or other violations or suspected violations in accordance with this policy.

1. Reporting procedure.

The Company follows an “open door policy” and thus suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly.

2. Acting in good faith and no retaliation.

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense. No officer or employee who in good faith reports a violation or suspected violation, or who cooperates in good faith with the investigation of a reported violation, shall suffer harassment, retaliation, or any adverse employment consequence. An employee who retaliates against someone who has reported a violation or suspected violations in good faith is subject to discipline up to and including termination of employment. This policy is intended to enable employees and others to raise serious concerns within the organization prior to seeking resolution outside the organization.

3. Confidentiality.

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously in writing to one of the contacts listed in this policy. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

XII. PARTING WAYS

A. Resignation/Termination

Termination of employment is an inevitable part of business. Examples of some of the most common circumstances under which employment is terminated include:

RESIGNATION - voluntary employment termination initiated by the employee when further gainful employment with another employer or self-employment is expected.

DISCHARGE - involuntary employment termination initiated by ASI for reasons other than those described below under Layoff, Reduction-in-Force.

LAYOFF, REDUCTION IN FORCE - involuntary employment termination initiated by ASI due to lack of work or funds, elimination of position, changes in ASI's organizational structure or operations, business setbacks or seasonal reduction in operations.

RETIREMENT - voluntary employment termination initiated by the employee when no further gainful employment or self-employment is expected.

Employees will receive their final termination pay by mail or direct deposit (if previously authorized) at the next scheduled payday after termination, unless another form of payment is requested in writing at the time of termination.

In the event you resign, you are requested, but not required, to provide two weeks' advance notice of your decision for hourly personnel and thirty days' advance notice for salaried personnel. Upon receipt of an employee's notification of resignation, an exit interview may be scheduled to resolve outstanding issues such as final pay, payment of employee debts, return of any ASI property within the employee's possession and any concerns of the employee. The effective date of resignation may be advanced by ASI to an earlier date.

All pay and benefits, and eligibility for recall, reemployment or reinstatement, terminate upon termination, resignation, retirement, or layoff/reduction in force unless the employee is eligible for and timely elects COBRA continuation, in which case only COBRA-eligible benefits may be continued if ASI receives the employee's premium payments on time.

ASI will seek to provide advance notice to its employees if it becomes necessary to terminate their employment by layoff or reduction in force situations. However, ASI does not guarantee such notice, and reserves its at-will right to terminate for any reason, with or without cause, notice or prior discipline. There are no recall or reemployment rights at ASI.

B. Layoff; Reduction in Force

You may be laid off under certain circumstances, including, but not limited to a lack of work or funds, elimination of position, changes in ASI's organizational structure or operations, or seasonal reduction in operations. If layoffs or reductions in force are necessary, the selection of persons to be

laid off will be at ASI's discretion based upon an evaluation of factors including, but in no way limited to, seniority, merit, prior discipline, attendance and performance record, qualifications, business requirements and efficiency, as determined solely by ASI's management.

XIII. BENEFITS TO SUPPORT AND ASSIST YOU

In general, employees must enroll in a Company-sponsored benefit; participation is not automatic. ASI may, on occasion, and at its sole discretion, add to, discontinue or modify any ASI benefit program, as well as the relative Company and employee allocation of the costs of such programs. ASI will attempt to provide as much advance notice as practicable prior to the implementation of any such changes or modifications by distributing written electronic notice, posting such changes on the official ASI Bulletin Board and/or Employee Resource Dashboard as appropriate given the circumstances. The following is intended to be a brief overview of certain benefits. Nothing in this Handbook is intended to, nor should be construed as, altering, amending or modifying any requirement, term, condition or limitation in any plan document or summary plan description. Please refer to these documents for the exact requirements, terms, conditions and limitations.

A. Insurance and Pre-Funded Benefits

1. Medical Insurance

ASI currently offers group medical insurance to all permanent employees. Coverage cannot be waived. Please refer to the Explanation of Fringe Benefits for Prevailing Wage Employees that was included in your hire packet which is also available on the Employee Resources Dashboard as well as upon request.

2. Dental Insurance

ASI also currently offers dental insurance to all full-time, regular employees, upon the employee's application and acceptance after a qualifying period. This benefit is offered to our employees and dependents, if desired by the employee. Insurance premium is shared by ASI and the employee (please refer to open enrollment documents for the current Plan year). Since the cost and characteristics of insurance benefits change periodically, this coverage and the portion of coverage paid by ASI are subject to change.

3. Short-Term Group Disability Insurance

ASI also currently offers group short-term disability (STD) insurance coverage to all full-time, regular employees, upon application and acceptance after a qualifying period. The employee currently pays 100% of the cost of the employee's premium, if coverage is elected by the employee.

Employees working in CA, HI, NJ, RI and PR are ineligible to elect STD coverage. Employees moving to any of those states will become ineligible for STD and it's their responsibility to re-enroll upon being transferred back to an eligible state or territory.

4. Life Insurance

ASI also currently offers life insurance coverage to all full-time, regular employees, upon application and acceptance after a qualifying period.

5. 401(k) Retirement Plan and Profit Sharing Plan

ASI also currently offers a 401(k) Plan, which generally enables eligible full-time, regular employees to make contributions through payroll deduction of a portion of their compensation, before federal and state taxes, subject to IRS rules.

ASI can make additional discretionary ASI contributions, in an amount determined by the Board of Directors, to each eligible employee's account through ASI's Profit Sharing Plan. Please refer to the Summary Plan Description for details.

B. Social Security, Unemployment Compensation and Workers' Compensation Insurance Benefits

ASI covers the full cost of unemployment compensation insurance benefits and workers' compensation insurance benefits for employees and covers a portion of the cost of social security retirement and disability benefits.

Employees who sustain work-related injuries or illnesses should inform their supervisor as soon as reasonably possible after they occur. No matter how minor an on the job injury may appear, it is important that the injury be reported. This will enable an eligible employee to qualify for coverage as quickly as possible and is required for ASI's records and reporting requirements. Delay or failure to report an injury may jeopardize an employee's eligibility for workers' compensation benefits, as well as result in disciplinary action.

Neither ASI nor its insurance carrier will be liable for the payment of workers' compensation benefits for non-work related injuries or illnesses. Filing a claim for workers' compensation benefits for a non-occupational injury or illness or providing false information to ASI or other involved parties in connection with a workers' compensation, unemployment compensation, disability or any other claim, will result in denial of benefits and civil and/or criminal prosecution, as well as discipline.

C. Extension of Health and Life Insurance Coverage (COBRA)

Employees and their dependents covered under ASI's group insurance benefit plans may be eligible to elect to continue their coverage upon certain "qualifying events," such as a reduction in hours resulting in ineligibility for benefits, termination of employment (except for serious misconduct) or dissolution of marriage. Employees who are covered under group insurance programs must notify the Human Resources Representatives, within certain timeframes, of changes in status which could result in a change in eligibility for benefits. The Benefits Manager, after such notice, will provide information on the employee's or the dependent's right to continuation of

coverage and the cost of such coverage. Eligible employees must apply and timely pay premiums to obtain and continue COBRA coverage. If you have any questions about continuation of coverage, please contact the Benefits Manager.

Hawaii Addendum

Hawaii Employees Only

A. Voting Leave.

ASI will provide up to two (2) hours of paid time off for voting leave if the polls are closed for a period of at least two (2) hours (excluding lunch or rest periods) prior to or following the employee's shift. ASI will not provide voting leave if an employee has two consecutive hours of non-working time (excluding lunch or rest periods) while the polls are open. Proof of voting by the employee may be required.

B. Organ and Bone Marrow Donation Leave.

ASI will provide up to seven (7) days of paid leave for employees donating bone marrow or peripheral blood stem cells and up to thirty (30) days for organ donation.

Minnesota Addendum

Employees Working in Minnesota

A. Earned Sick and Safe Time (ESST)

Eligibility

The Company provides ESST to all employees who work at least eighty (80) hours in Minnesota in a calendar year, and who are not eligible for PTO as set forth in Section IX(A) of the Employee Handbook.

Granting of ESST

Beginning at the commencement of employment in Minnesota (including assignment to a Minnesota jobsite), eligible employees will accrue one (1) hour of ESST for every thirty (30) hours worked in Minnesota, up to a maximum of forty-eight (48) hours in a calendar year. Employees will not accrue ESST for hours worked in other states. Eligible employees may not accrue more than forty-eight (48) hours of accrued ESST in a calendar year. Eligible employees may carry over accrued but unused ESST into the following year. The total amount of accrued but unused ESST may not exceed eighty (80) hours at any time. Once an eligible employee reaches eighty (80) hours of accrued, but unused ESST, the employee will no longer accrue ESST.

Exempt employees are deemed to work forty (40) hours in each work week for purposes of accruing ESST, except that such an employee whose normal work week is less than forty (40) hours will accrue ESST based upon the employee's normal work week. ESST cannot be taken prior to the grant of the time, but may be taken as it is granted. ESST benefits are paid at the employee's regular straight-time rate in effect the pay period immediately preceding the request.

Use and Scheduling of ESST

Eligible employees may use ESST as it is accrued. ESST cannot be used for activities which constitute a conflict of interest or are in competition with the Company. Accrued, but unused ESST must be used for all full- or partial-day sick and safe absences and must be used consistent with the smallest increment of time tracked by the Company's payroll system.

ESST may be used for time off related to:

- an employee's own physical or mental illness, injury, medical condition;
- an employee's needs to visit the doctor for diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventative care;
- caring for a family member, "any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship," or up to one individual annually designated by the employee who has an illness, injury, medical condition, or who needs to see a doctor for diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventative care;

- domestic violence, assault, or stalking situations resulting in an illness, injury or medical condition that requires the employee to seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking, , or to obtain psychological or other counseling, seek relocation, seek assistance from a victim services organization, take related legal action for the employee or one of the above-listed individuals in domestic violence, assault or stalking situations;
- the employee's inability to work or telework because the employee is prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency;
- the employee's inability to work or telework because the employee is seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the Company has requested a test or diagnosis;
- when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease;
- the closure of the Company due to weather or other public emergency;
- the employee's need to care for a family member whose school or place of care has been closed due to weather or public emergency; and
- any other reason allowed under state or local safe and sick time laws.

Except in unforeseeable emergencies, ESST requests must be scheduled at least seven days in advance with the employee's supervisor. In certain circumstances, such as unforeseen ESST usage of more than three (3) days, the Company may request reasonable documentation substantiating the need for the leave.

Employees should notify the Company as soon as possible when seeking to use ESST in emergency situations (such as serious illness, injury, emergency surgery, or severe weather/no travel advised).

ESST Use Will Run Concurrently with Paid and Unpaid Leave Time

Available ESST must be used for all full- or partial-day sick and safe absences, including Family and Medical Leave Act Leave, Parental Leave and other personal leave. Once ESST hours are exhausted, unpaid leave may be granted only for unavoidable absences, such as those covered by the FMLA, or other legally mandated leaves.

Termination and Rehire

Accrued, but unused ESST will not be paid out upon termination, unless required under state law. If an employee was not paid out accrued but unused ESST upon termination, accrued but unused ESST will be reinstated for employees rehired within 180 days after a job separation.

MINNESOTA EARNED SICK AND SAFE TIME NOTICE

Below is the Minnesota state required notice to employees regarding the Minnesota sick and safe time law. The company complies with this law as set forth in the Paid Time Off (PTO) policy pursuant to Section IX(A) (for full-time Minnesota employees) and the Minnesota Addendum Section A of this Employee Handbook (for employees working temporary in Minnesota).

Earned Sick and Safe Time Employee Notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. A year for purposes of the employee's earned sick and safe time accrual is January 1 to December 31.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive days.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform their supervisor as far in advance as possible, but at least seven days in advance. In situations where an employee cannot provide

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MINNESOTA ADDENDUM – MINNESOTA EARNED SICK AND SAFE TIME NOTICE

This will acknowledge that I have received a copy of ASI’s Employee Handbook, which includes all policies described above. Further, I acknowledge that I have read and understand the Employee Handbook and I understand and agree to follow the policies and rules as specified therein. I understand that I am responsible for reviewing and understanding any future changes, additions, or deletions to this Handbook. I understand that the Employee Handbook does not alter the at-will nature of my employment nor create a contract or a guarantee that my employment will continue for a specified period of time or end only under certain conditions.

Date

Employee’s Name
(printed)

Employee Signature

RECEIPT/ACKNOWLEDGMENT FORM

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Date	Employee's Name (printed)	Employee Signature
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