



# **Employee Manual**

**A Guide to Our  
Policies, Practices & Benefits**

January 2019

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## WELCOME TO ALLEN & SHARIFF CORPORATION

Thank you for joining Allen & Shariff Corporation! We hope you agree that you have a real contribution to make to the Engineering and Construction industry by way of Allen & Shariff Corporation (ASC), and that you will find your employment at ASC a rewarding experience. We look forward to the opportunity of working together to create a more successful Company. We also want you to feel that your employment with ASC will be a mutually beneficial and gratifying one.

You have joined an organization that has established an outstanding reputation for quality. Credit for this goes to everyone in the organization. We hope you, too, will find satisfaction and take pride in your work here. As a member of the ASC team, you will be expected to contribute your talents and energies to further improve the environment and quality of the Company.

This Employee Manual will answer most of your questions about ASC's benefit programs, as well as Company policies and procedures. You are responsible for reading, understanding, and complying with this Employee Manual. If anything is unclear, please discuss the matter with your Human Resources.

We extend to you our personal best wishes for your success and happiness at Allen & Shariff Corporation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Zack H. Shariff', written in a cursive style.

Zack H. Shariff, CEO  
Allen & Shariff Corporation

## INTRODUCTION

Throughout this document, the use of the acronym "ASC" or the term "Company" shall refer to Allen & Shariff Corporation, Allen & Shariff Construction Services, LLC, and Allen & Shariff Engineering, LLC.

This Manual has been designed to provide you with an understanding of our Company's policies, practices and benefits. We expect each employee to read this Manual carefully, as it is a valuable reference tool. Its purpose, in brief, is to familiarize our employees with what the Company expects from them and how they can be successful in working for ASC. However, this Manual is not meant to cover the specific operating procedures of each group or office. The leadership of each group or office will explain those procedures to their employees (for example, some policies specific to Construction may differ from those in Engineering). No general policy can, or should, dictate what must happen in every situation. Therefore, from time to time, situations or problems may arise which require or deserve special handling, even though a policy stated in this Manual may indicate a different general rule.

This Manual is intended for your information only. This Manual does not and is not intended to create a contract of employment between ASC and any of its employees. All employment with ASC is "at-will," which means that both you and the Company have the right to terminate your employment at any time and for any or no reason. Nothing in the Manual or any of ASC's policies, practices or procedures constitute an express or implied contract of employment or warranty of any benefits or guarantee of employment for any length of time.

From time to time ASC may unilaterally, in its discretion, amend, supplement, modify, or eliminate one or more of the benefits, policies or procedures described in this Manual, or any other employment benefits, policies or procedures. Employees will be notified of changes as they occur.

The ASC Employee Manual is published electronically and can be found on the corporate Intranet. This method of publication allows employees to quickly search the Manual for information they may need, and allows the Company to update the Manual regularly without having to revise and reprint the document for distribution to employees. If you would prefer a hard copy of the Manual, please contact Human Resources.

Any questions regarding this manual should be directed to Human Resources.

ASC employees may work in a variety of locations and jurisdictions throughout the country. To the extent that if any provision in this handbook conflicts with any state or other law to which ASC is subject, ASC will comply with the applicable law or regulation where appropriate.

Employees violating or failing to comply with company policies are subject to disciplinary action, up to and including termination.

## COMPANY HISTORY

Allen & Shariff Corporation is a client-focused Design+Build+Manage service provider. We believe that creating strategic partnerships with our clients enables us to provide the right solution for each project. The skills of our people, our proven sub consultants, and our commitment to quality service and client satisfaction make the Allen & Shariff team a valued and trusted partner.

Allen & Shariff Engineering, LLC provides Mechanical, Electrical, Plumbing, Fire Protection, Technology, Energy design and engineering services. What separates Allen & Shariff Engineering from other engineering firms is the diversity of talent on our staff, as well as our multiple geographic locations. This variety of professional expertise is the foundation of our in-house capability to provide our customers with telecommunications, audio / visual, security systems, commissioning, and energy services design in addition to traditional MEP services.

Allen & Shariff Construction Services, LLC provides a full complement of Construction Services. Ranging from Construction Management to General Contracting, we are able to meet the project requirements and to work in concert with the design team to provide all of the pre-construction and construction services our clients require.

Allen & Shariff provides various engineering services along with project management services in the UAE. This variety of professional services in the International market place has diversified our Company and added to our overall structure and expertise.

Together these resources give Allen & Shariff the ability to provide clients with a single point of contact, providing both engineering and construction and project management services for their project.

### Company Milestones:

- 1993 – Allen & Shariff Corporation is established
- 1999 – Salisbury, MD office opened
- 1999 – Construction Division formed
- 1999 – New Corporate headquarters is built
- 2000 – Pittsburgh, PA office opened
- 2003 – New Salisbury office location opened
- 2004 – Baldrige Model adopted
- 2006 – New Ownership members
- 2006 – Environmental Philosophy established
- 2007 – Allen & Shariff Engineering, LLC established
- 2007 – Allen & Shariff Construction Services, LLC established
- 2008 – Maryland Quality Award received
- 2008 – Allen & Shariff Abu Dhabi branch established
- 2014 – Allen & Shariff Pittsburgh North opened
- 2018 – Allen & Shariff celebrates 25 years in business.

## **MISSION STATEMENT**

Our mission is to be the best by delivering outstanding project management, engineering solutions and construction services that are innovative, efficient, practical, and on time.

Our team of caring, talented and dedicated professionals, working in a rewarding environment, serves with integrity and pride, thus building mutually beneficial and lasting relationships.

## **VISION STATEMENT**

We are a successful and financially strong firm recognized as one of the best places to work. Through outstanding performance and exceptional quality, we have earned our excellent reputation and the recognition and respect of our peers. We are the client's first choice. We win the best projects by being the best!

## **VALUES**

We are dedicated to the following core values:

- Integrity- as displayed by our ethical principles and professional standards.
- Quality - through our expertise, we provide the best technical and practical solutions with outstanding responsive service.
- Team Spirit - which empowers people to work together to produce quality results.
- Pride -in the ownership that each person takes in his or her contribution to the team.
- Growth - by providing a secure and stable work environment that promotes personal and financial success.
- Citizenship - by serving our fellow citizens through responsible design and volunteering resources for the betterment of the community.
- Fun – by having a fun work environment with a collaborative and healthy company culture

## **EQUAL EMPLOYMENT / AFFIRMATIVE ACTION POLICY**

ASC is committed to ensuring equal employment opportunity. It is our policy to recruit, hire, train, and promote individuals, as well as administer any and all personnel actions, without regard to race, color, religion, creed, age, sex, national origin or ancestry, marital status, sexual orientation, genetic information, status as a disabled or other eligible veteran, status as a qualified individual with a disability, or any other category covered by applicable law.

It is the policy of ASC not merely to refrain from employment discrimination as required by applicable federal, state, and local laws, but to take affirmative action to realize for women, people of color, individuals with disabilities and veteran's full equal employment opportunity. For purposes of this policy, the term "veterans" includes veterans of the Vietnam era, special disabled veterans, veterans with disabilities, other eligible veterans, recipients of armed forces service medal, and recently separated veterans.

In furtherance of this policy, ASC will:

- Recruit, hire, train and promote persons of all job classifications, without regard to Protected Characteristics.
- Ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only job-related requirements for promotion opportunities.
- Ensure that all personnel actions will be administered without regard to Protected Characteristics.
- Take affirmative action on behalf of women, people of color, individuals with disabilities and veterans to actively recruit and place qualified members of these groups for employment with ASC.
- Provide for the prompt, thorough, and impartial consideration of all complaints.
- Identify and analyze problem areas in employment of women and people of color, and establish procedures for the elimination of such deficiencies; provide a program of action toward these ends and timetables for the achievement of equal employment opportunity in accordance with the spirit of the law.
- Take affirmative action to eliminate problem areas and to achieve certain goals, and continually measure, records, and report on progress toward their realization.
- Make a good faith effort to reasonably accommodate the physical and mental limitations of any employee or applicant for employment unless such accommodation would impose undue hardship on the conduct of our business.

Administrative Manager in Human Resources has been appointed to the role of the Equal Opportunity/ Affirmative Action Officer and will audit, report, and evaluate activities that pertain to our EEO and Affirmative Action objectives.

Employees who are interested in reviewing the Affirmative Action Plan should contact Human Resources. If you would like to self-identify under our Affirmative Action Plans for Employees with Disabilities and Covered Veterans, please contact Human Resources. Submission of this information is voluntary and refusal to provide it will not subject you to adverse treatment. Information submitted will be kept confidential to the extent permitted or required by law.

Each employee has the responsibility to report acts of discrimination, whether the source of the discrimination is co-workers, a supervisor, the employees of a client, or the employees of a vendor. Further, employees have a responsibility to report discriminatory acts whether they are the victim or merely observe the purported discriminatory behavior. Managers who become aware of discrimination, regardless of the source, must take immediate and appropriate action to stop the unwanted and/or offensive acts. Employees can raise concerns and make reports to their supervisor, Human Resources or any member of the senior management team without fear of reprisal.

### **REASONABLE ACCOMMODATION**

ASC is committed to complying fully with the Americans with Disability Act (ADA) and ensuring equal employment opportunity for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Qualified individuals with disabilities are entitled to be treated equally with other employees in terms of pay, benefits, and other forms of compensation (or changes in compensation) as well as in opportunities, job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists.

ASC will make reasonable accommodations which do not impose an undue hardship on the Company for qualified individuals with disabilities, handicaps, life-threatening, or religious observances, practices and beliefs of which the Company is aware.

Employees with disabilities who require a reasonable accommodation to perform their job tasks should speak with their supervisors and human resources. An employee with a disability has the responsibility to provide adequate information to the Company as part of the accommodation process. Failure to provide adequate information or respond to legitimate inquiries from ASC may result in the request for a reasonable accommodation being deemed abandoned.

In accordance with applicable federal and state laws, ASC will provide accommodations for employees who give notice of a disability "caused or contributed to by pregnancy," so long as the accommodations do not impose an undue hardship on the employer. A pregnant employee has the responsibility to provide adequate information to the Company as part of the accommodation process.

This policy is neither exhaustive nor exclusive. ASC is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws. ASC will not retaliate against employees or job applicants who report behavior that is inconsistent with this policy.

## **EMPLOYEE RELATIONS/OPEN DOOR POLICY**

As a Company, we encourage all employees to meet informally with their immediate supervisors to discuss any employment issues or concerns they have about the work environment.

Experience shows that when employees deal openly and directly with supervisors, the work environment can be more positive, communications can be clear, and attitudes can be positive.

Every member of the management team is aware that ASC is committed to maintaining this open-door policy, where honest discussion of employee concerns can take place in a safe and supportive environment. We believe that ASC demonstrates its commitment to employees by responding effectively to employee concerns. Therefore, employees are encouraged to discuss issues with their immediate supervisors for answers or resolutions. If, however, you do not feel comfortable discussing a particular personal matter with your supervisor, be assured that the other methods of communication outlined in the Problem Resolution policy are also available to you. ASC maintains an "open door" policy at all levels of management.

## **CLIENT RELATIONS**

The success of ASC depends upon the quality of the relationships between ASC, our employees, clients, suppliers and the general public. Our clients' impressions of ASC and their interest and willingness to purchase from us are greatly formed by the people who serve them. In a sense, regardless of your position, you are ASC's ambassador. The more goodwill you promote, the more our clients will respect and appreciate you, ASC and ASC's services.

Below are several things you can do to help give clients a good impression of ASC. These are the building blocks for our continued success:

- Be honest and open with clients; business integrity is essential in all our dealings with clients.
- Act competently and deal with clients in a courteous and respectful manner.
- Communicate pleasantly and respectfully with other employees at all times.
- Follow up on questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
- Take great pride in your work and enjoy doing your very best.

## **HARASSMENT AND INTIMIDATION**

ASC is committed to providing a work environment that is free of discrimination and harassment. ASC prohibits harassment or discrimination based on sex, age, disability (physical or mental), marital status, sexual orientation, race, color, religion, national origin, genetic information, citizenship status, use of service animal, relationship or association with disabled person, GED rather than high school diploma, veteran status or any other legally protected characteristic. ASC will not tolerate verbal, non-verbal, or physical conduct that harasses, disrupts, or interferes with another employee's work performance or that creates an intimidating, offensive, or hostile work environment.

All individuals deserve to be treated with courtesy and respect. Unlawful harassment includes unwelcome conduct directed at any employee on any basis protected under law and may include, but is not limited to, degrading or negative comments, slurs, jokes, physical conduct, display of offensive pictures or objects, or other offensive conduct. ASC prohibits harassment of its employees in any form—by supervisors, co-workers, customers, or suppliers.

ASC is committed to enforcing its policy at all levels within the Company. Any employee who engages in prohibited discrimination or harassment will be subject to discipline, up to and including termination of employment.

### ***Sexual Harassment***

ASC will not allow any form of sexual harassment in the work environment, on its worksites, in its vehicles, in its facilities, or at company-sponsored events. Sexual harassment interferes with work performance and creates an intimidating, hostile or offensive work environment. Therefore, it will not be tolerated.

Sexual harassment includes, but is not limited to, unwanted sexual advances, verbal or physical conduct of a sexual nature, visual forms of a sexual or offensive nature (e.g., signs or posters) or requests for sexual favors.

Employees should be aware that the use of e-mail, voice mail, or other electronic messaging systems, or the Internet, might give rise to liability for harassment. Employees may not generate, should not receive, and must not forward, any message or graphic that might be taken as offensive based on sex, gender, or other protected characteristic. Employees receiving offensive messages over the Company's computer equipment, or receiving other unlawfully offensive messages or graphics over the Company's computer equipment, should report those messages to their supervisor or Human Resources.

### ***Reporting Harassment or Discrimination***

If you believe that you have been subjected to or witnessed harassment of any kind, you are responsible for reporting the harassment immediately to your supervisor and Human Resources. If, however, you do not feel it appropriate to report the harassment to your immediate supervisor, you should report to any member of the management team.

Every report of harassment will be investigated promptly and impartially, with every effort to maintain employee confidentiality. If the Company finds that its policy has been violated, it will take appropriate corrective and remedial action, up to and including termination of employment.

### ***No Retaliation***

ASC employees shall not be retaliated against for reporting harassment or participating in an investigation thereof by any supervisor or employee.

## **EMPLOYMENT**

### ***Employment Application Process***

ASC relies upon the accuracy of information provided during the employment application and hiring process. Any misrepresentations, falsifications, or material omissions of any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

ASC may obtain criminal background checks, confirm Social Security Number accuracy, confirm Form I-9 information with the DHS's E-Verify program, and use other governmental sources to verify the accuracy of employment information. If ASC takes an adverse employment action based in whole or in part on the information obtained as part of the background check process, a copy of the report and a summary of your rights will be provided as well as any other documents required by law.

ASC follows all applicable federal and state laws regarding the collection and management of consumer reports obtained.

### ***Immigration Law Compliance***

ASC is committed to employing only individuals who are authorized to work in the United States and does not discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. ASC participates in E-Verify, a service of the Department of Homeland Security and the Social Security Administration to verify the employment eligibility of all persons hired.

Employees are required to maintain valid work authorization as a condition of employment. Employees must notify Human Resources immediately if there is any change in the status of their work authorization. Employees may raise questions or complaints about immigration law compliance without fear of reprisal or retribution of any kind.

### ***Employment Classifications***

In an effort to help employees understand their employment status and benefit eligibility, ASC has provided the following classifications regarding employment.

- Exempt: Positions which meet the exemptions under the Fair Labor Standards Act (FLSA). These employees are not eligible for overtime payment as defined in the FLSA;
- Non-Exempt: Positions that do not meet the exemption under the Fair Labor Standards Act and therefore qualify for overtime payment.

Additionally, the Company uses the following categories to describe positions based on the nature of the work to be done and the regularly scheduled work hours. The categories are:

- Regular Full-Time Employees - Those employees who generally work at least a forty (40) hour work week. They may be eligible for all Company provided benefits in accordance with the eligibility requirements.
- Regular Part-Time Employees - Those employees who are regularly scheduled to work less than forty (40) hours per week. They receive, as described in this Manual, certain benefits provided to Regular Full-Time employees.
- Temporary or Casual Part-Time Employees -- Those employees who are employed on an as-needed basis for a specific project or for a specific period of time, and whose employment will terminate upon completion of that project or period of time. They may receive certain benefits in accordance with applicable laws.

### ***Performance Evaluations***

Your performance at ASC is important to our success. All employees receive performance feedback through formal or informal performance evaluation.

Managers and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations may be conducted from time to time to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

New employees may be reviewed prior to the completion of one year of service. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

Participation and feedback during the performance evaluation process is critical both to your success and to the success of the Company. Our performance reviews are designed to provide a basis for a better understanding between you and your supervisor, with respect to your job performance, potential, and development within the Company.

### ***Compensation***

The goal of ASC's compensation program is to attract potential employees, meet the needs of all current employees and encourage high performing employees to stay with our organization. With this in mind, our compensation program is built to balance both the employee's and ASC's needs.

As an employee of ASC, you may be eligible to enjoy a number of benefits and programs which, when combined with your pay, comprises your total compensation. The Company maintains a just and fair relationship in the wages paid for the many types of work performed, and to provide for a fair and equitable relationship to the rates for similar jobs in the surrounding community. Any wage adjustments are based on merit and increased or decreased responsibility, according to your performance and the recommendation of your supervisor. Based on the results of your

performance review, a merit increase may be recommended. Merit increases are not guaranteed; they are based on your accomplishments and job performance; and are at the discretion of the company.

Incentive bonuses may be awarded depending on the overall profitability of ASC and based on each employee's individual contributions to the organization.

### ***Promotion and Transfer Policy***

ASC provides employees an opportunity to indicate their interest in open positions and to advance within the organization according to their skills and experience.

Please submit your request for consideration for a specific position directly to your supervisor. You are encouraged to discuss any transfer of interest to you with your current supervisor.

### ***Work Schedules***

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

A regular workweek for full-time regular employees normally consists of 40 hours of work scheduled over 5 workdays. However, due to deadlines, additional effort and hours may be required.

### ***Alternate Work Schedules***

For some positions and in some locations, an alternative work schedule may be available with prior approval by the Vice President.

The approved alternate work schedule will typically include working 9 hours on Monday through Thursday and 4 hours on Friday each week for a total of 40 hours for the week. Once the alternate work schedule has been approved it is expected that the employee will work the schedule on an ongoing basis. If there needs to be a deviation to the schedule, the Vice President will need to provide advance approval.

### ***Meal and Break Periods***

The Company offers all employees the opportunity to take rest periods and meal periods during the course of a workday.

All full-time employees are provided with one-hour meal/rest period each workday. Non-exempt employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

ASC supports breastfeeding mothers by accommodating those who wish to express breast milk during the workday in a private location. Employees may use regularly scheduled meal or rest breaks for this purpose. Any additional breaks needed must be arranged with the employee's supervisor; for non-exempt employees, such additional breaks will be unpaid and must be recorded on time sheets.

Employees with questions regarding work schedules should contact their supervisor or Human Resources.

### ***Smoking***

In keeping with ASC's intent to provide a safe and healthy work environment, smoking (including personal vaporizer (PV) or electronic nicotine delivery system (ENDS), pipe and cigar smoking as well as chewing of tobacco or other such products) is prohibited throughout the workplace, customer worksites and Company vehicles, except in designated outdoor areas. Employees should limit their smoking breaks so as not to compromise productivity. Smoke breaks are considered a "rest period" and are to be taken according to Company policy.

### ***Recording Time***

Accurately recording time worked is the responsibility of every employee. Federal and state laws require ASC to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Timesheets are due no later than end of day on Friday each week.

Timesheet activity is recorded on a weekly basis as the first indicator of ASC's financial performance. In addition to facilitating the client billing process, time reports provide an important metric that gives the Company a standard way to measure and balance resource utilization and financial management of the projects. It is essential, therefore, that employees accurately record their time. It is in this way that ASC can bill clients accurately, can allocate resources to projects appropriately, and can look strategically at future resource needs.

Overtime work for non-exempt employees must always be approved before it is performed and recorded on the timesheets.

Altering, falsifying, tampering with time records or recording time on another employee's time record will result in disciplinary action, up to and including termination of employment. If corrections or modifications are made to the time record, the supervisor must verify the accuracy of the changes and provide his/her signature for approval.

Nothing in this Manual is a guarantee by ASC of hours of work per day, per week, per year, or on any specific work schedule.

## ***Overtime***

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization and therefore employees working unauthorized overtime may be subject to disciplinary action.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. A non-exempt employee will be paid one and one half-times his/her regular rate for all hours actually work in excess of forty (40) hours in a work week. Overtime pay is based on actual hours worked. PTO time, holidays, jury duty, community service time, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Any questions regarding the eligibility and requirements for overtime should be directed to Human Resources.

## ***Payroll Information***

ASC is on a bi-weekly (every other week) pay period. Payday is normally on every other Thursday for services performed during the two (2) week period ending the previous Friday at 12:00 midnight. This bi-weekly pay schedule is made up of twenty-six (26) pay periods per year.

Changes will be made and announced in advance whenever ASC holidays or closings interfere with the normal pay schedule. If the regular payday falls during an employee's vacation, the employee's paycheck will be available upon his/her return to work.

As a condition of employment at Allen and Shariff, the Company requires you to participate in payroll direct deposit except where prohibited by law. Employees may have funds deposited into more than one account at the financial institution of their choice. Direct Deposit will be initiated by providing Human Resources a completed authorization form.

## ***Payroll Deductions and Setoffs***

We are required by law to make certain deductions from your paycheck. Among these are federal and state withholding taxes, and FICA (Social Security and Medicare).

Other payroll deductions will be taken by ASC when there is a request, usually to comply with a government agency (garnishments, etc.), help pay off a debt or obligation to the Company, overpayment of wages or other justified reason to the extent allowed by law.

In the event that an employee is obligated to owe the Company any monies, the schedule in which the payroll deduction will occur will be at the discretion of the Company and discussed with the employee, to the extent permitted by law.

With each paycheck or direct deposit, you will receive a statement showing gross pay, itemized deductions and net pay. If you are nonexempt, the statement will also show the number of hours for which you are being paid, including sick time, vacation, and holiday hours. Vacation, sick time, and personal holiday to-date accruals also appear on each pay statement for nonexempt employees. Direct deposit statements are typically distributed at work. Paperless statements are available by enrolling thru the payroll provider. Contact Human Resources for more information.

It is your responsibility to be certain that all such deductions are correct. If you should have any questions concerning any payroll deductions, you should direct them to your supervisor or Human Resources.

### ***Administrative Pay Corrections***

ASC takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on each scheduled payday. In the unlikely event that there is an error in your paycheck, you should report the discrepancy to your supervisor or Human Resources immediately.

Under the Fair Labor Standards Act (FLSA), certain classifications of our salaried employees are considered exempt from receiving overtime pay. ASC prohibits improper pay deductions from exempt employees' pay in accordance with applicable law. In the event that an inadvertent or isolated improper deduction occurs, ASC will reimburse the employee for the improper deduction and will make a good faith effort to ensure that the incident does not occur again in the future. There will be no retaliation against any employee who makes a complaint regarding improper deductions from salary.

### ***Standards of Attendance***

Regular attendance and punctuality are critical to quality of service, productivity, and morale at ASC. Employees are responsible for maintaining a satisfactory attendance record and are required to be present every working day during their normal working hours. In addition, employees should be on time for work every day, and on time for all ASC functions, including Company meetings, training sessions, meetings with clients, etc.

In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. All time missed due to tardiness and/or absences will be deducted from any accrued PTO (with the exception of disability or qualified events). Employees should not assume that time worked beyond the normal business hours will be compensatory time to make up for the tardiness and/or absence.

Employees who are absent from work for three (3) or more consecutive days, may be asked by their supervisor to submit written documentation from a doctor stating that they are able to resume normal work duties before they will be allowed to return to work.

Chronic, habitual, or excessive absenteeism or lateness, as judged by the Company in its discretion is prohibited.

Absences from work for a period of three (3) consecutively scheduled work days without reporting in constitutes an abandonment of employment and is considered to be a voluntary resignation from ASC.

### ***Personal Appearance and Attire***

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image ASC presents to customers and visitors.

While the Company believes in a business casual work environment, our appearance should be professional. Employees should evaluate their day and dress accordingly. Employees are to represent ASC in a professional manner and should dress at par or above the level of the clients they will meet throughout the day. Employees should remember a meeting or client visit may happen anytime during the workday and therefore employees are expected to represent the Company accordingly.

The following basic principles should be followed: minimal jewelry, tattoos must be covered with clothing, clothes should be clean and neat, and footwear should be suitable for business environment.

Some examples of inappropriate attire would be:

- Revealing tops and pants (low rise)
- Shorts, T-shirts
- Sweats/gym clothes
- Clothing with inappropriate language written on it
- Clothing with holes or rips

Employees must follow a dress code policy according to the requirements of their positions, departments and/or locations. Construction employees are subject to departmental dress and safety requirements for personal protective equipment. Any employee requiring an accommodation related to the dress code policy should address such request to Human Resources.

Any employee who violates the dress code policy or arrives at work without appropriate work attire will be required to go home without pay and change.

### ***Access to Personnel Files***

ASC maintains a personnel file for each employee. All files are the property of ASC and access to the information is restricted to supervisors who have a legitimate reason to review the information.

Employees have the right to review their official employment records. With reasonable advance notice, employees may review their own file in the presence of authorized personnel and at a time agreeable to both. However, employees are not permitted to alter, remove, add, or replace any documents.

### ***Changes in Personal Information***

Up-to-date, personal information is necessary for a number of reasons, including ensuring the administration of your employee benefits. It is your responsibility to notify Human Resources promptly of any change in your address, telephone number, marital status, number of dependents, beneficiary designation, or anything else that would affect your employee benefits or our ability to contact you quickly.

### ***Employment Reference Checks***

ASC will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates and position(s) held. No employment data will be released without the written authorization and release signed by the employee who is the subject of the inquiry.

Management or employees may not give out any information about an employee and must refer any phone calls seeking that information to Human Resources. Under no circumstances may a supervisor, manager, or employee verify employment over the phone.

## **EMPLOYEE BENEFITS**

In addition to the regular paycheck you receive for working at ASC, we offer numerous benefits, services, and conveniences to help provide protection and assistance for you and your family. Brief highlights of our benefit plans follow; however, Summary Plan Descriptions which describe the coverages in greater detail will be provided to you separately.

In the event there is any question or conflict in language or interpretation between those booklets and documents in relation to the provisions of this Manual, the language of the official Plan Document shall govern as the "final word."

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor or Human Resources can answer any questions you may have regarding the benefits for which you are eligible.

You should remember that the Company reserves the right, in its sole discretion, to revise, to modify or to terminate any benefit plan, option or coverage at any time.

### ***Group Health Insurance***

The Company provides Health Insurance Coverage to all employees who work at least 30 hours per week, subject to the eligibility requirements and other terms, conditions and restrictions, on the first (1<sup>st</sup>) day of the month following 30 calendar days of employment.

If you are an eligible employee and enroll in the Group Health Insurance plan, the monthly premium costs will be shared between the Company and you, if applicable, based on the level of coverage you choose. Your portion of the premium is paid via a pre-tax deduction that will show as such on your paycheck.

To participate, you must complete an enrollment form at the time employment begins or at the time you satisfy the eligibility requirements for this benefit. The delay of a completed enrollment form could affect your coverage up to and including denial of coverage. You and your eligible dependent(s)' coverage under this benefit are subject to the eligibility requirements and other terms, conditions and restrictions set forth in the applicable Plan Documents.

The Summary Plan Description provides general information concerning the specific benefits available under our Group Medical Coverage.

### ***Group Life Insurance Coverage***

All Regular Full-time employees are eligible to participate in the Company's Group Life Coverage, subject to the eligibility requirements and other terms, conditions and restrictions, on the first (1<sup>st</sup>) day of the month following 30 calendar days of employment.

ASC provides life insurance equal to two times an employee's annual base salary (up to a maximum benefit of \$150,000) at no cost to the employee.

The Summary Plan Descriptions provide general information concerning the specific benefits available through both sources under this benefit plan. You may obtain additional information concerning this coverage through Human Resources.

### ***Short Term Disability (STD)***

All Regular Full-time employees are eligible to participate in the Company's Short-Term Disability Coverage, subject to the eligibility requirements and other terms, conditions and restrictions, on the first (1st) day of the month following 30 calendar days of employment. The total cost of this coverage is fully paid by the Company.

Generally, STD benefits will provide income continuation benefits to an eligible employee who has been unable to perform the duties of his/her regular job duties due to a disabling injury or illness. Employees returning from Short-Term Disability must present a doctor's note clearing them to work upon their return to work.

The Summary Plan Description provides additional information concerning the conditions to be satisfied to qualify for benefits through this insured program as well as more specific details regarding the benefits available.

### ***Long Term Disability (LTD)***

All Regular Full-time employees are eligible to participate in the Company's Long-Term Disability Coverage, subject to the eligibility requirements and other terms, conditions and restrictions, on the first (1<sup>st</sup>) day of the month following 30 calendar days of employment. The total cost of this coverage is fully paid by the Company.

Generally speaking, the Company's LTD Coverage provides monthly income-continuation payments to an eligible employee who has been unable to perform the duties of his/her regular job due to a disabling injury or illness.

To qualify for LTD, the employee must be out of work for duration in excess of ninety (90) consecutive calendar days and has been certified in writing as a disabling condition by a physician. Employees returning from Long-Term Disability must present a doctor's note clearing them to work upon their return to work.

The Summary Plan Description provides additional information concerning the conditions to be satisfied to qualify for benefits through this insured program as well as more specific details regarding the benefits available.

### ***Flexible Spending Accounts/ Health Savings Account***

ASC offers Flexible Spending Account (FSA) and Health Savings Account (HSA) programs. Employees may participate in this program by designating pre-tax dollars to be taken through payroll deduction. These pre-tax dollars can be used to pay for qualifying dependent care expenses and/or qualifying health care expenses.

Certain limits and legal requirements pertaining to Flexible Spending Accounts and Health Savings Account apply.

### ***401(k) and Profit-Sharing Plan***

The Company has established a 401(k) and Profit-Sharing Plan as a means by which employees may participate to save toward financial security for their retirement years. Employees, age 18 and above, are eligible to participate in the plan upon date of hire.

The plan allows you to make pre-tax payroll deductions from your earnings for deposit into your plan. ASC provides a matching contribution to the Plan; the amount of that contribution is determined by a formula.

Other important details concerning the 401(k) and Profit-Sharing Plan will be found in the Summary Plan Description. The Summary Plan Description provides general information concerning the specific terms, conditions and restrictions which govern participation in this plan.

### ***Training and Development***

Training and Development is a vital part of ASC's and employees' success. Employee training involves the acquiring and improving of job-related skills and knowledge. Employee development involves personal growth, preparation for opportunities and expansion of job duties.

At the discretion of the Company, employees will be permitted to attend seminars, conferences, or workshops that will be paid for by the Company. The training event to be attended must have a direct relationship to the job the employee performs. For work scheduling purposes, the employee's request for attendance should be received at least one month in advance of the event. Training such as EIT, PE and prep courses for certifications, technical seminars will be eligible for reimbursement by the Company.

### ***Educational Assistance***

In order to provide encouragement and financial assistance to employees who wish to pursue a formal course of study directed towards sustaining their present level of professional competence, or to provide for additional skills of benefit to ASC in the employee's current profession, ASC provides educational assistance. All regular, full-time employees are eligible for this benefit.

Recognizing the mutual benefits derived from personal growth and increased work competence, it is the policy of the Company to provide financial assistance to employees interested in furthering their education.

The Company will cover up to \$200 per credit hour with a \$5,000 maximum per year of reasonable costs associated with an employee's enrollment in, and successful completion of a

formal education course relevant to the position and business of the company (i.e., a job-related course or a course necessary for the completion of a job-related license). The actual amount of reimbursement will be based on the final grade obtained for the course(s). ASC has the sole discretion to determine whether a course relates to an employee's current job duties or a future position. Consideration will be given to possible budget constraints. Reimbursement will not be made for the cost of books, application fees, examination fees, travel or lodging costs, or any miscellaneous fees or expenses.

The reimbursement payable under the Program is prorated based on the final grade achieved by the employee for the approved course(s):

- 100% reimbursement for final grade A
- 80% reimbursement for final grade B
- 60% reimbursement for final grade C
- 0% reimbursement for final grade below C

Employees are required to prepay the tuition and registration fees subject to reimbursement. Upon successful completion of the course and proper claims submission along with proof of payment, the employee will be reimbursed in accordance with the final grade structure payout. Claims for reimbursement must be submitted within 2 weeks of the receipt of a grade. The claim must have a supervisor, Vice President and Human Resources' approvals for processing.

An employee shall be eligible for benefits under the program if he or she satisfied the following requirements:

- He or she is an active regular employee who is regularly scheduled to work at least 40 hours per week (Full Time).
- He or she has been a regular employee for 6 consecutive months.

To maintain eligibility, the employee must remain active on the payroll and be performing job satisfactorily through completion of the course with no disciplinary actions on file. The employee must provide proof of the completion of the course with a passing grade prior to any reimbursement.

#### Participation

An application for the benefit should be submitted in writing (see Appendix for the application form) and must be approved in advance. A completed form should be turned in to the immediate supervisor and submitted to Human Resources.

The CEO will have final approval and must be processed at least two (2) weeks prior to enrollment. If pre-approval is not obtained, no benefits will be payable.

If an employee should leave employment for reasons other than layoff within one (1) year of receiving reimbursement, the employee will be responsible for paying the company back the amount that was reimbursed to him or her.

If an employee who leaves employment for reasons other than layoff prior to completion of a course shall forfeit rights to any reimbursement for courses completed after termination.

Overall administration of this program is the responsibility of the Human Resources department.

ASC has the sole discretion to determine whether a course relates to an employee's current job duties or a future position. Consideration will be given to possible budget constraints.

ASC, at its sole discretion, may change, modify or delete this program at any time without prior notice. ASC cannot guarantee that participation in formal education will entitle an employee to automatic advancement, a different job assignment, or pay increases.

### ***Employee Referral Program***

It has been proven that companies typically find some of their most capable employees through a system of employee referral. With this in mind, ASC has implemented an Employee Referral Program. Employees are encouraged to identify people who they believe will succeed in our dynamic, fast-paced culture. Open positions can be found on the ASC web site (<http://www.allenshariff.com>).

To reward employees for referring qualified candidates who subsequently are hired for full-time positions, ASC pays an eligible referring employee a bonus of two thousand (\$2,000.00). The first one thousand (\$1,000.00) dollars will be paid to the referring employee after the new hire has been with ASC for 6 months. The second one thousand (\$1,000.00) dollars will be paid to the referring employee after the new hire's one-year anniversary with ASC.

Referrals must be made in accordance with the following general provisions:

- All approved position openings are eligible for an employee referral bonus payment.
- For each qualified candidate referred, the referring employee must complete an Employee Referral Form and submit it to Human Resources.
- All candidates must meet the stated qualifications for the eligible job openings and are required, the same as all other applicants, to demonstrate their skills or aptitude to perform the job.
- All candidates will receive equal consideration and are processed in the same way as other applicants.
- Those in leadership positions (Vice Presidents, Senior VPs, etc.) are ineligible for the employee referral bonus.
- Referral bonuses are not paid for referrals of candidates who are already employed by ASC, rehires, or persons returning from a leave of absence.

The Company reserves the right to deny bonus payments to any employee who improperly makes promises or assurances of employment to prospective or actual candidates, or otherwise engages in improper or inappropriate conduct related to this program or other workplace activities.

### ***Workers Compensation***

All employees are covered by the Company's Workers Compensation insurance policy at no cost to the employees. This coverage covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment.

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

## **TIME OFF FROM WORK**

### ***Paid Time Off (PTO)***

ASC employs energetic, performance-oriented professionals. We recognize that our employees work best when they can also have time in their lives to pursue their personal interests. We have implemented a Paid Time Off (PTO) program with this idea in mind.

The annual paid time off policy will be applicable to all Full-Time employees working a minimum of 40 hours each week. You may use PTO for any legitimate purpose you wish, including vacations, unpaid holidays, illness for yourself or immediate family members, to obtain relief in response to domestic or sexual assault for yourself or a family member, or time away from work for personal matters.

PTO hours begin accruing on the first day of employment and accrue as follows:

<b>Years of Employment</b>	<b>Per Pay Period Accrual</b>
Less than 3 years	6 hours
3 years or more	8 hours

The length of eligible service is calculated on the anniversary date of hire. PTO will accrue and be capped at 300 hours. Once the cap of 300 hours has been accumulated and remains unused, no other hours may be accrued until PTO is used. Thus, no further PTO will accrue beyond 300 hours. .

No PTO may be scheduled for which there is not sufficient hours to cover without prior written approval from Human Resources. Negative PTO is capped at 16 hrs. Any absences beyond 16 hours will be without pay (in whole day increments for Salaried employees).

Absences should be scheduled in advance with management approval. All requests for PTO must be submitted on the Request for Time Off form and submitted to your supervisor. PTO requests for vacation or other scheduled events should be made as far ahead as possible but not less than 2 weeks in advance of planned absence. However, if the leave is for the purpose of unplanned personal events (taking care of your own illness, a family member's illness or to obtain relief in response to domestic or sexual assault), the PTO request should be submitted with as much notice is feasible.

In the case of personal or vacation leave requests, due to operational demands, your manager may find it necessary to deny your request for PTO or to cancel your approved scheduled PTO. Department heads should coordinate PTO schedules so that departmental needs are met Personal Paid Time Off requests are considered on a first-come, first-served basis; and in reviewing requests, your manager will consider staff availability and workload when applicable.

PTO shall be taken in hourly increments.. Any missed time from work will be applied to available PTO. Management may provide flexibility to allow an employee to utilize extra hours from one day to cover up to 2 hours on another day (during the same week).

When hours worked drop more than two hours below a day's regularly scheduled hours, PTO will be used to bring the total hours for the day up to the regularly scheduled hours.

If you have unused and accrued PTO hours upon the termination of your employment with ASC, you will be paid up to two-thirds of your accrued balance at your regular base hourly rate. However, if the time you use during the year exceeds the amount of time accrued, the difference will be deducted from your pay to the extent permitted by law. In accordance with our Resignation of Employment policy, PTO may not be used during the last 2 weeks of employment. Requests for "sick" use of PTO during the last two weeks may require documentation.

The Company will comply with all applicable state laws regarding Paid Time Off and Leaves of Absences. In accordance with state law, the Company does not take adverse action against employees for taking valid leave provided for under this section and does not retaliate against employees exercising their rights under applicable state laws.

### ***Sick Leave for Part Time Employees***

The Company grants paid time away from work for part time employees who work less than 40 hours in a work week. The Sick leave can be used for an illness for yourself or immediate family members, medical appointments to address an illness for you or your family members, and to obtain relief in response to domestic or sexual assault for yourself or a family member.

Part time employees will accrue 1 hour for 30 hours worked. Foreseeable absences should be scheduled in advance with management approval. All requests for Sick Leave must be submitted on the Request for Time Off form and submitted to your manager at least seven (7) days in advance, if feasible. If the leave is not foreseeable, then the request should be submitted with as much advance notice as possible.

Employees may not use sick time if the employee is not scheduled to be at work during the period of use. An employee may not accept a specific shift assignment with the intention of calling out sick for all or part of that shift. Sick time cannot be used as an excuse to be late for work without an authorized purpose. Sick leave can be used in hourly increments.

Employees will not be advanced unaccrued Sick Leave without prior approval in writing. If you do not use all of your accrued Sick Leave in one year, you may carry over a maximum of forty (40) hours into the next year.

At the time your employment ends at the Company, you will not receive payment for any unused Sick Leave balance. However, if the time you use during the year exceeds the amount of time accrued, the difference will be deducted from your pay to the extent permitted by law.

## *Holidays*

ASC provides paid holidays throughout the year. All Regular, Full-Time employees are eligible for paid holidays. Depending on what day of the week they fall on, our fixed holidays are:

- New Year Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Half-Day Christmas Eve
- Christmas

Additionally, at the discretion of the Company, the days between Christmas and New Year's Day may also be provided as paid holidays.

To receive holiday pay, and in accordance with applicable laws, you must have worked the entire scheduled workday immediately before the holiday and the entire scheduled workday immediately after the holiday, unless your supervisor has pre-approved your absence on either or both of these days in advance. The request for time off on the days before and after a holiday must be submitted at the earliest possible time.

If you take approved paid leave (e.g. PTO) during a week in which a holiday occurs, holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. However, if a holiday occurs while on a Leave of Absence (e.g. Military Leave), you will receive no pay for the holiday.

At times, business needs may require employees to work on a Company holiday. ASC reserves the right to require an employee to work on a holiday. Nonexempt employees that are required to work on a holiday will be paid for the day at their regular rate plus the holiday pay. Nonexempt employees will receive overtime pay if, by working the holiday, the total hours for the workweek exceed forty (40) hours.

A recognized holiday that falls on a Saturday or Sunday will generally be observed on the Friday before or the Monday after. Management will notify employees of these holidays when they occur.

Employees may take time off work to observe religious holidays that are not included in the holiday schedule. Employees may use accrued/unused PTO for this purpose. Please schedule time off for religious observances in advance with your supervisor.

### ***Severe Weather and Emergency Conditions***

ASC's policy is to be open for business during inclement weather unless the jurisdiction where the office is located has declared an emergency in which the roads are closed.

As each employee's commute and road conditions may vary, employees should use their best judgment in deciding when to report to work during inclement weather. PTO may be used if an employee uses their discretion to report to work late or not to report to work during inclement weather conditions. The employee must notify their supervisor of their decision to use PTO due to inclement weather. Employees may request and, upon approval by their supervisor, make up the hours missed during inclement weather in lieu of using PTO.

On days when there is a delayed opening or business hours are shortened due to severe inclement weather, employees who are present at work on that day will receive pay.

### ***Jury Duty***

ASC recognizes the obligation of its employees when called upon to serve as jurors or to appear in court. ASC will pay employees their regular daily wages or salary for the first ten (10) days of jury service. After that, non-exempt employees will only be paid for any hours actually worked during a period of jury duty. Exempt employees will be paid in full for any week in which they perform services for the company outside of jury duty.

Time off for jury duty or court appearance is granted to all employees, in accordance with applicable law. If you are absent for jury duty or appearance in court, you must provide your supervisor with a copy of the subpoena, jury certificate, or court order before leave is granted and again upon your return to work.

You must report for work if you are released from jury duty or your court appearance before the end of our workday or if you are temporarily released from jury duty or court appearance, in accordance with applicable state laws. If you are not required to serve as a juror on a particular day, please contact your supervisor as soon as possible to determine if you are needed by ASC to work that day.

The Company may request that you be excused from reporting for service as a juror or be assigned to another time if your presence at work is considered to be essential to our business operations at the time you are scheduled for service as a juror.

As ASC operates in multiple states, ASC will comply with all applicable state laws regarding jury duty.

### *Time Off for Community Service/Charitable Activities*

ASC recognizes the importance of community participation. Our business is dependent upon the community for employees and for clients, and the community is dependent on our business for employment opportunities and for our services.

ASC encourages and supports your participation in service activities that contribute to the community. We will allow employees to take one (1) day of normal work time (paid at your normal pay rate) to participate in an approved community service activity each year. The time must be scheduled at least two (2) weeks in advance and approved by your supervisor.

Please provide your supervisor with a statement indicating the date and amount of time volunteered to the community organization. It would be interesting and helpful if you included the results of your activities and any photographs, quotes or other information so you can be acknowledged for your effort.

## **LEAVES OF ABSENCES**

### ***Military Leave***

ASC grants leave for uniformed service in accordance with applicable state and federal laws.

Employees on a Military Leave will be paid the difference between their base pay and the pay received while on military duty for up to two (2) weeks. Any leave beyond the two (2) weeks will be unpaid.

A military leave is not deemed to be a “break in service” for seniority and other benefits. PTO Leave benefits will continue to accrue during a Military Leave of Absence for a period of thirty (30) days. ASC will continue health insurance benefits for employees engaged in military service under the same conditions as applied to other types of leaves of absence. Such benefits may terminate in accordance with the benefit plan documents, in which case continuation coverage will be provided.

Employees taking a military leave are required to give proper advance verbal or written notice to the Company. Provided that the employees comply with these and certain other requirements, their jobs will be guaranteed for their return from up to five years of military service. The returning employee will be placed in the position he or she would have attained prior to the military service, unless they are not qualified for the position. ASC may not be required to reinstate an employee if the employee is dishonorably discharged, or if the Company has experienced changes that would make the reemployment impossible or unreasonable, or would create an undue hardship to the Company.

Employees taking military leave may request to use earned and unused PTO time during the leave. Any questions regarding the Company’s Military Leave policy, applicable state and federal laws and the continuation of benefits while on Military Leave of Absence should be directed to your supervisor or Human Resources.

ASC will comply with all applicable state laws regarding Military Leave.

### ***Unpaid Leave of Absence***

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with ASC. It is the policy of ASC to allow its eligible employees to apply for and be considered for certain specific leaves of absence. All unpaid leaves of absence, including workers compensation leave, personal leave and leave provided as a reasonable accommodation under the Americans with Disabilities Act, run concurrently to the extent permitted by law.

Such unpaid leave shall not exceed thirty (30) days. Such leave must be approved by your direct supervisor, Vice President and Human Resources.

To permit advance planning, any request for a leave of absence must be submitted at the earliest

time you have reason to believe you will have a future need for such leave. The written request must set forth the anticipated length of the absence, with the date of the requested leave and the circumstances that prompted the request. An approved leave of absence will not be extended beyond the date of the initial written request without further written request and approval.

Being granted a leave of absence does not assure you the right to return to work for ASC or to return to the job you held before you left. It simply means ASC will make an effort, but is not obligated, to place you in a job upon your return. You will not accrue any length of service (seniority) credit while you are on leave. No PTO or other benefits will accrue during the course of a leave of absence. If you fail to accept an offer of reinstatement to a position offered by ASC at the end of such leave of absence, you will be deemed to have voluntarily resigned.

If the leave extends for thirty (30) days or longer, you will be given the option of making full premium contributions to our group medical and other insurance programs in order to ensure continued coverage. Your continued participation in ASC's insurance coverages shall be solely at your expense, to the extent permitted by the plan documents.

Failure to return to work as scheduled from an approved leave of absence or to inform your supervisor of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment.

### ***Parental Leave***

ASC will grant eligible employees a 6-week unpaid leave for the birth of an employee's child, or placement of a child with the employee for adoption or foster care. This leave does not cover medical leave for the employee or a family member.

To be eligible, an employee must have worked at least 3 months. The leave can be taken during any 12-month period. ASC requests an employee give at least 30 days' notice of the need for leave but requires no less than two weeks' notice; however, such notice is not required in the case of a premature birth or an unexpected adoption or placement for foster care.

Any accrued PTO may be used for parental leave and run concurrently with the time taken under parental leave. While on a leave, we will continue to keep the employee enrolled in our group health plan. It is expected that the employee continues to pay their share of the premium and if they do not return from leave, the premiums paid by the company can be recovered.

After the leave, the employee will be returned to the same position or a similar one unless it would cause substantial and grievous economic injury. Additional information can be obtained from Human Resources.

## **WORKPLACE SAFETY AND SECURITY**

### ***Workplace Safety***

To assist in providing a safe and healthful work environment for employees, customers, and visitors, ASC has established a workplace safety program. By providing training and equipment, the Company will help you perform your job more safely. One of our goals is to minimize injuries and all employees play a vital role in achieving this goal. The safety of staff members is top priority for ASC.

The Administrative Manager is responsible for implementing, administering, monitoring, and evaluating the company's safety program. Its success depends on the alertness and personal commitment of all.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to corrective counseling, up to and including termination of employment.

You are expected to observe all applicable safety requirements in the office or on the construction/client sites, to make sure that you have all available safety equipment, to use the safety equipment provided, to practice safety at all times, and to report immediately any unsafe or hazardous conditions to your supervisor and Human Resources. It is a job requirement that you help detect and eliminate unsafe conditions or acts at all times.

In order to provide you with necessary health and safety information, the Company periodically conducts training and maintains reference materials which are used in our workplace and worksites. It is the duty of all employees to attend safety training meetings arranged by the company. As an employee, you are required to follow safe procedures and carry out your work in a safe manner. Employees who violate ASC's safety rules or fails to report known work hazards may be subject to discipline, up to and including termination.

For detailed information regarding the Company's safety program, contact your supervisor or Human Resources.

### ***First Aid & Safety Materials***

First Aid kits are available throughout the Company and you will be informed of the locations during your first days of employment. The Company provides employees safety equipment and materials necessary to protect and prevent injuries on the job and are stored in several areas throughout the Company facilities. You will be instructed in the proper use of these items during your first few days on the job.

### ***Reporting Unsafe Conditions and/or Threats to Security***

If you become aware of any situation which may threaten the personal safety or compromise the security of yourself, those around you and the Company's premises or property: First call 911, second or once the surroundings are safe call your supervisor.

### ***Reporting Accidents and Work-Related Illnesses***

If you have an accident or injure yourself in the course of your work, no matter how minor, it is essential that this be reported to your supervisor or the Human Resources Department immediately. This is necessary to ensure that you receive the appropriate level of medical care as soon as possible. It is also necessary to allow the Company to complete and forward the proper forms and reports to governmental agencies and to the Company's Workers Compensation carrier as required by law.

### ***Violence-Free Workplace***

ASC is committed to maintaining a safe, violent free workplace. Violence, threats of violence, physical altercations, harassment, intimidation, and other disruptive behavior is strictly prohibited. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm.

To assist ASC in its efforts to maintain a violence-free workplace, employees are strongly encouraged to notify their supervisor and Human Resources about any restraining order in effect or any potentially violent situation outside of work that could result in violence in the workplace.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from Company premises, vehicles and customer worksites. If you observe or experience violent, threatening, harassing, intimidating, or other disruptive behavior by anyone on Company premises or jobsites, whether he or she is a Company employee or not, report it immediately to your supervisor and Human Resources. All reports will be taken seriously and will be dealt with appropriately, at the discretion of the Company.

In order to maintain workplace safety and the integrity of its investigations, ASC may suspend employees, either with or without pay, pending investigation.

Threats or acts of violence that require immediate intervention by the police should be reported first to 911. Under no circumstances should any employee confront any violent or abusive individual or put himself or herself in danger.

## ***Security & Search***

Our job sites, ASC premises and other facilities contain valuable machinery, equipment, furnishings, merchandise, and other property. It is important, in order to protect your job and the jobs of everyone employed by the Company that all employees pay close attention to the security of our facilities as well as all other property of ASC.

The Company reserves the right to search any person, as well as his or her belongings while on Company premises as part of any Company investigation of possible violations of our policies. For purposes of this Manual, "Company premises" includes the Company's facilities and vehicles, customer jobsite, parking area, surrounding grounds, and motor vehicles.

## ***Drug and Alcohol-Free Workplace***

Our ability to maintain a safe workplace greatly depends on an environment that is free from drug use and alcohol abuse. You are required to be free from alcohol, marijuana, and illicit drugs while on duty, on jobsites or on Company premises, including Company vehicles.

The unlawful manufacture, distribution, dispensation, possession, or use of a drug on Company premises or customer sites is absolutely prohibited. Violations of this policy will result in disciplinary action which may include required participation and successful completion of a rehabilitation program or termination. Depending on the circumstances, other action, including notification of appropriate law enforcement agencies and/or immediate termination without the option of participating and successfully completing a rehabilitation program, may be taken against any violator of this policy.

The Company understands and accepts its obligation to maintain a workplace free of illegal drugs and alcohol. To ensure that the objectives of our corporate policy are met, the Company has implemented a Drug-Free Workplace Program. The program has the following elements:

- Employee awareness—as a foundation, the Company will ensure that employees are aware of the Company's policy on unlawful drug use. All employees are required to attend the Company's drug-free awareness training as they are scheduled.
- Employee certification—each employee will be required to certify his/her understanding of the requirements of this program by a Company employee certification.
- Training—supervisory training program designed to educate supervisors and supervisors in the recognition of drug abuse symptoms relating to work performance and in handling these problems in a progressive and confidential manner.
- Employee assistance program (EAP) —confidential employee assistance regarding drug abuse (or other personal problems) is available through the Company-provided counseling and referral service. Information on how to use this network will be provided through the EAP program and will also be a focus of supervisorial/supervisory training.
- Notification responsibilities and requirements— In accordance with the Drug- Free Workplace Act of 1988 (Act), as a condition of employment; employees must comply with this policy, and notify management within five days of the conviction for any criminal drug violation occurring in the workplace. Failure to do so will result in

immediate termination of employment. We, in turn, will, as required by the Act, report such convictions within 10 days of our learning of the conviction to the appropriate federal agency.

An employee's fitness for work will be determined through direct observation, inspection and search and/or testing. Refusing to cooperate in or submit to questioning, medical tests or examination, or an inspection or search, when requested or conducted by ASC management or its designee is also grounds for disciplinary actions, up to and including termination of employment. The Company may take into custody any illegal, unauthorized, or prohibited items or substances and may turn them over to the proper law enforcement agencies.

### Drug and Alcohol Testing

ASC reserves the right, in its discretion, to the extent permitted by law, to require employees and applicants to submit to examinations by a certified lab designated by ASC, at the Company's expense.

In particular, ASC reserves the right, in its discretion, to examine for the presence of alcohol and drugs in situations such as, but not limited to, the following, in accordance with applicable law:

- Pre-employment: All job applicants who are being considered for employment and as required by contracts.
- For-Cause: Any employee determined by the Company to have caused or been involved in an accident on Company property or driving a Company vehicle, caused or been involved in an injury while on duty, disregarded a safety rule, or otherwise acted in an unsafe manner.
- Reasonable Suspicion: Specific employee behavior on the job which ASC determines gives management reasonable suspicion that such behavior might be or is due to alcohol or drug use.
- Contractual Stipulations: Tests will be conducted as a routine part of all employees being considered for positions for certain work assignments due to restrictive policies or government regulations.
- Return to Work: Employees will be tested as a follow-up to a return to work from a rehabilitation/treatment program. These employees will be tested periodically.
- As otherwise required or permitted by applicable law.

The Company's policy is intended to comply with all state laws governing drug testing and is designed to safeguard employee privacy rights to the fullest extent of the law. Before being asked to submit to a drug test, the employee will receive written notice of the request or requirements. Employees who refuse to be tested will be terminated. Employees who test positive for illegal drugs and/or alcohol will be considered medically unfit for employment at the Company and they will be removed from all worksites. Employees who test positive will be subject to one of the following two options at the sole discretion of the Company.

- The employee will be suspended without pay for one (1) week and must agree to enter an authorized treatment program referred through the Company-sponsored Employee Assistance Program. The employee must agree to submit to random testing every six (6) months for a period of two (2) years during and after completing the treatment program. Refusal of follow-up testing and/or a positive test result will be cause for immediate termination of employment; OR
- The employee will be terminated immediately, and will not be considered for rehire until he/she can show that he/she has remained drug and/or alcohol free for a period of two (2) years or more.

The Company also reserves the right to terminate an employee based on the employee's suspicious behavior, without subjecting the employee to testing.

Employees should report to work fit for duty and free of any adverse effects of drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of "over-the-counter" or other medication under the supervision of a licensed physician. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked. Employees must, however, consult a medical professional to determine whether the drug may affect his/her personal safety or ability to perform the essential functions of the job. If an employee is made aware of any limitations caused by taking the drug the employee must advise his/her supervisor. Employees should not, however, disclose underlying medical conditions.

If the employee feels it is necessary to disclose information about a medical condition due to safety reasons, he/she should only disclose such information to senior management and/or HR. Upon notification of job limitations, the Company, in its sole discretion, will make a determination of the employee's ability to perform work and make reasonable efforts to accommodate the limitation. The employee may be subject to provisions of the Leave of Absence policy if it is determined that the employee will not be able to perform the essential functions of his or her job.

All records concerning test results will be kept in confidential files. This is a major operating policy of the Company and we expect the full cooperation of all employees in maintaining our drug and alcohol-free workplace.

## GENERAL

### *Confidential Information/Non-Disclosure*

Employees at ASC may have access to and may learn confidential business information. Confidential business information - and maintaining the confidential nature of such information - is essential to the success of the company. Consequently, employees are prohibited from, at any time during or after their employment at ASC, from communicating or disclosing any confidential business information to any person outside of ASC, or to otherwise use any confidential business information for his or her own benefit or the benefit of another without the prior written consent of ASC or unless it is specifically required in the performance of the employee's duties for ASC or by law. Violation of this policy may result in disciplinary action, up to and including termination of employment.

For purposes of this policy, "confidential business information" means any information that is or has been disclosed to or learned by ASC employees during the course of their employment with ASC, whether or not the information is marked or otherwise identified, orally or in writing, as confidential or proprietary information, including, but not limited to: trade secrets; business, sales, marketing, and financial information, plans, strategies and/or analyses; pricing information and strategies; design processes, drawings and engineering plans; customer/client contact information, sales information, contracts, and analyses; business information pertaining to customers/clients; and/or any other confidential or proprietary information relating to the business operations of ASC. Confidential business information does not include information that is generally available to the public.

ASC protects employee confidentiality and expects employees to protect ASC's confidences as well. Management or employees may not give out any information about an employee, including salary or personal information. If you are not sure about whether particular information is subject to this confidentiality duty, refer inquiries to your supervisor or Human Resources.

### *Internet, E-Mail and Computer Usage*

ASC provides computers with access to electronic mail (e-mail) and the Internet/Intranet to employees for the benefit of the Company and its customers. The use of ASC automation systems, including computers, fax machines, and all forms of Internet/Intranet access, is for company business and for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks) and does not result in expense to ASC. Electronic communication shall not be used to solicit or sell products or services that are unrelated to ASC business; distract, intimidate, or harass coworkers or third parties; or disrupt the workplace.

All computers, technology and communications systems, including e-mail, utilized at ASC are the property of the Company. In this connection, no e-mail messages are private but rather, are public information, and employees should not expect that their messages will be kept private.

Further, the Company reserves the right to periodically monitor an employee's e-mail and files on the computer system as deemed necessary and appropriate and at its discretion. Employees are responsible for seeing that e-mail and the Internet are used in an effective, ethical and lawful manner. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or an appropriate ASC official.

ASC has licensed the use of certain commercial software application programs for business purposes. Third parties retain the ownership and distribution rights to such software. No employee may create, use or distribute copies of such software that are not in compliance with the license agreements for the software.

Employees are prohibited from downloading software from the Internet without prior written approval by authorized ASC management. Employees should take extreme caution when downloading software or files from the Internet. It is mandatory that employees comply with copyright and trademark laws when downloading material from the Internet.

Changing the configuration of ASC systems by anyone other than ASC IT personnel is prohibited.

Employees should take the utmost care to ensure that any equipment provided to them remains in good operating condition, is not abused, and is not lost. An employee who damages, destroys, or loses any item of equipment through her or his own negligence, her or his intentional act, or the negligence or intentional act of another person to whom the employee has entrusted the equipment (other than another Employee), is responsible for the full repair or replacement cost for the equipment.

### ***Social Media Policy***

At ASC, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media by employees can become a problem if it interferes with the employee's work, is used to harass co-workers or customers, creates a hostile work environment, violates any law or regulation, or harms the goodwill and reputation of the Company among its customers or the community at large. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with ASC, as well as any other form of electronic communication. The Company will take reasonable steps to monitor employee use of social media to ensure that employees adhere to the provisions of this policy and all relevant laws and regulations.

Employees that use social media should adhere to the following established guidelines:

- Not be done on company time
- Employees may not use Company equipment or facilities for non-work-related activities without permission. Social media activities must not interfere with your duties at work. The Company monitors its facilities to ensure compliance with this restriction.
- All postings on social media must comply with the Company's confidentiality and disclosure of proprietary information policies. If you are unsure about the confidential nature of information you are considering posting, consult with your supervisor first.

Nothing contained herein shall preclude an employee from engaging in conduct protected by Section 7 of the National Labor Relations Act.

### ***Company Telephones and Mail System***

Employees should practice discretion when using Company telephones. Local personal calls should be kept to a minimum during office hours. Employees may be required to reimburse ASC for any charges resulting from their personal use of Company telephones.

The use of ASC's paid postage for personal correspondence is not permitted.

### ***Use of Company Equipment***

ASC provides the necessary equipment and tools for employees to successfully carry out their job responsibilities. When using Company equipment and property, employees are expected to exercise care, perform required maintenance and follow all operating procedures, safety standards and guidelines.

Any damage, defect or needed repairs must be reported to your supervisor. Prompt reporting could prevent deterioration of equipment and possible injury to employees or others. Employees must return Company equipment back to ASC immediately upon request. Any damage to or loss of such equipment may be the employee's responsibility and the employee may have to reimburse the Company for the cost of repairing or replacing such equipment. ASC may deduct such reimbursements from the employee's pay, in accordance with applicable laws.

Your responsibility for maintenance and care of equipment used on the job will be explained to you by your supervisor.

### ***Business Expenses***

Employees who are required to travel as part of their job responsibilities will be reimbursed for related expenses. All business travel must be approved in advance by your supervisor.

To be reimbursed for authorized expenses, you must submit an expense report accompanied by receipts, which must be approved by your supervisor. Your expense report must include date, project number, project billing group, project name, business purpose and description of the

expense. For meal and entertainment expenses, please include the name and company of the individual(s). You must also distinguish between expenses that are billable or non-billable to the client. In order for ASC to keep records and accounting accurate and current, expense reports are due to the Accounting & Finance Department within 5 business days after the end of the month. Expense reports older than one (1) month may not be honored.

Employees should contact their supervisor or the Finance Department for guidance and assistance on procedures related to expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee is strictly prohibited.

### ***Business Use of Personal Vehicles***

Employees may use their personal vehicle for business purposes. Examples of business purposes may include but are not limited to, site visits, client meetings, transporting company goods for delivery or entertaining clients.

Mileage is reimbursed at the rate established by the IRS. This mileage allowance is in lieu of actual expenses for gasoline, oil, repairs, tags, insurance, insurance deductible, depreciation, etc. Therefore, actual expenses for those items will not be reimbursed when your personal vehicle is used for business.

It is the personal responsibility of the vehicle owner to carry adequate insurance coverage for their protection and for the protection of any passengers. Reimbursable rates include insurance and insurance deductions. Any claims and costs are the employees' responsibility. Allen & Shariff Corporation does not have personal vehicle insurance coverage. It is expected that you drive in a responsible, respectful manner, following all applicable laws.

All speed, parking and traffic regulations shall be obeyed. The employee is personally liable for fines imposed as a result of traffic and parking violations and the Company will not reimburse employees for the cost of a traffic or parking violation.

Any mileage incurred for business purposes, above and beyond your normal drive to the office and home is reimbursable. If you go to a meeting from home in the morning, please remember to deduct your normal commuting mileage before submitting your request for reimbursement.

### ***Business Ethics***

The successful business operation and reputation of ASC is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. ASC expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and refrain from any illegal, dishonest, or unethical behavior.

The continued success of ASC is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to ASC, its customers, and shareholders to act in a way that will merit the continued trust and confidence of our customers and the public. In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed with your supervisor.

Compliance with this policy is the responsibility of all employees. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

### ***Work Conduct***

All employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to themselves, coworkers, the Company, or that might be viewed unfavorably by current or potential customers or by the public at large.

It is not possible to list all the forms of behavior or conduct that are considered to be unacceptable in the workplace. In addition to other items defined in this manual, the following are some examples of conduct that are not acceptable and may result in disciplinary action, up to and including termination of employment:

- Theft or dishonesty, including, but not limited to: willful falsification of any pay, time, employment record (including your Application for Employment); recording the time worked by another employee or permitting another employee to record time worked by you; and misappropriation of Company property or property belonging to any of the Company's employees, customers, potential customers, suppliers, vendors, contractors or subcontractors
- Restricting output or persuading others to do so or promoting, encouraging, agitating, engaging in, or supporting suspension of work, slowdowns, or subversive activity of any kind
- Inappropriate and unauthorized possession of Company property
- Deliberate damage to or destruction of property belonging to the Company or any of its employees, customers, potential customers, suppliers, vendors, contractors or subcontractors
- Insubordination, which is defined as refusal to obey a supervisor's instructions or willful disobedience when directed to perform work
- Unethical or illegal conduct in the course of your employment
- Reckless disregard for or willful violation of any safety or security rules where such disregard or violation endangers the safety of any person or the property of the Company or of any of the Company's employees, vendors, suppliers, customers, contractors or subcontractors
- Gross neglect of duties or job responsibilities
- Other serious misconduct as determined by the Company

### *Consensual Relationships*

ASC recognizes that intimate relationships and romances may develop between employees. Individuals involved in such relationships are permitted to work in the same Company facility, provided no direct reporting or supervisory/managerial relationship exists.

Although such consensual relationships are of personal choice and should remain private between the employees involved, ASC's policy is that if a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager promptly to disclose the existence of the relationship to his/her immediate supervisor and Human Resources. The employee may make the disclosure as well, but the burden of doing so shall be upon the supervisor/manager. The Company will exercise sound judgment, if need be, to any actual or perceived conflicts of interest and take appropriate action as deemed necessary.

In addition, and in order for the Company to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to Human Resources.

The Company does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor's/manager's refusal to engage in such social interaction with employees.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

## ***Conflict of Interest***

Employees are prohibited from participating in any activity or association that creates or appears to create a conflict between any employee's personal interests and the interests of the Company. Activities that could raise a question of conflict of interest include, but are not limited to:

- Serving in an advisory, consulting, technical, or employment capacity for any business organization that does business with the Company without prior approval of the CEO;
- Accepting gifts, gratuities, or compensation (other than holiday gifts of nominal value) from vendors or competitors, or engaging in business dealings with outside firms that result in unusual gains for those firms or for our employees. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require CEO approval before any employee is authorized to participate in them; and/or
- Taking an outside job, either for pay or on a volunteer basis, with a client or competitor of ASC or do work on their own that competes in any way with the services we provide our clients.
- Conducting business on behalf of the Company with a member of the employee's family or a business entity in which the employee or the employee's family have a financial interest may create a conflict of interest. Therefore, in this situation, the employee involved should recuse him/herself to avoid any conflict of interest.

Employees are required to comply fully with all rules, regulations, procedures, and other requirements pertaining to management of funds and reporting relating to government and other customer contracts. Falsification of Company records, reports, invoices, expense reimbursement requests, documents submitted for payment to Company customers and clients (including governmental agencies and private sector businesses), or Company communications, or providing false, misleading, or incorrect data or information in support of such filings, reports, or communications for the employee's own benefit or the benefit of another is strictly prohibited.

Employees are required to disclose any potential conflict of interest to the CEO as soon as the possibility of conflict arises.

## ***Vendor Trips/Gifts***

Advance approval from management is required before an employee may accept a gift of any kind from a client, supplier or vendor representative with the exception of small promotional items. Employee shall not solicit a gift of any kind. Employees are not permitted to give unauthorized gifts to clients or suppliers, except for certain promotional company items (coffee mugs, pens, etc.).

There should be no expectation from the vendor that he/she would receive any preferential treatment and employees should ensure no such treatment exists.

Occasionally, employees may be invited by vendors to attend training or factory tours. Employees must receive approval from the Vice President to accept the invitation to take time away from work. ASC will pay for the time spent in the training and tours that are related to ASC's business however any additional time out of work will be applied to available PTO. Refer to training section for more information.

### ***Outside Employment***

Employees may hold outside jobs not in the same industry, as long as they meet the performance standards of their jobs with ASC. All employees will be judged by the same performance standards and will be subject to the scheduling demands, regardless of any existing outside work requirements. Outside employment may not be performed on Company time or using Company equipment, information services, etc.

If ASC determines that an employee's outside work interferes with performance or the ability to meet the requirements of the job, the employee may be asked to terminate the outside employment if he/she wishes to remain employed at ASC.

### ***Solicitation & Distribution of Literature***

ASC has established a non-solicitation policy to ensure the productivity and safety of the workplace environment. Our intent is to prevent unnecessary interruptions of operations and to maintain security. To that end, selling, solicitation, and/or distribution are not permitted in working areas on working time, by either employees or third parties.

Soliciting is requesting another person to do something, such as join, subscribe to, or donate to an organization. Distribution is the circulation, passing, or posting of any petition, notices, literature, pamphlets, or other printed materials.

Off-duty employees, employees who have not yet begun to work, and persons not employed by ASC are not permitted in any ASC work area or work location for the purpose of soliciting or distributing materials.

Upon approval, a designated location will be identified for posting of non-profit fundraisers (i.e., Scouts, school fundraiser, etc.).

Employees witnessing violations of this policy should report them to Human Resources.

### ***Use of “Bulletin Boards”***

Posting on ASC “bulletin boards” is one way that ASC communicates work-related information to you. Only official ASC information or legally required notices may be posted on any bulletin board. Please make it a habit to check bulletin boards often.

Non-ASC communications may not be posted on ASC bulletin boards or otherwise on ASC premises or at ASC work locations without prior approval. Upon approval, a designated location will be identified for posting of non-profit fundraisers (i.e., Scouts, school fundraiser, etc.). No soliciting or distribution of materials will be permitted. Refer to the above Solicitation and Distribution of Literature policy.

### ***Release of Information***

To safeguard our Company, employees and customer information, ASC has instituted a policy covering how public information is to be related to the media, outside vendors and other interested parties.

Occasionally, the Company will receive requests for information from the news media. All such requests regarding ASC’s business or personnel must be directed to the CEO. Under no circumstances should employees attempt to converse or answer any questions asked by a member of the news media. Inquiries or questions from outside vendors, banks, insurance companies, news media or government agencies regarding a customer should be directed to the Finance Department. Inquiries or questions from outside vendors, banks, insurance companies, news media or government agencies regarding an employee or past employee should be directed to Human Resources.

### ***Professional Certifications and Memberships***

Regular Full-Time employees will be permitted to join professional associations appropriate to their jobs. One membership fee will be paid at the Company's discretion. The association selected must have a direct relationship to the job the employee performs. If requested, the employee must provide a supporting document that outlines the benefits to be gained by ASC as a result of such membership, and the association application and supporting document must be presented to the Vice President for approval. ASC reserves the right to determine which training functions and association memberships are in the best interests of the Company, its future planning and direction.

At the discretion of the Company, employees may be reimbursed for examinations related to certification programs appropriate to their jobs. Please contact your supervisor or Human Resources with specific requests. All requests of this nature must be approved in advance. This policy is subject to annual budgets established for external training and memberships.

## **RESOLVING PROBLEMS**

### ***Progressive Discipline***

ASC is committed to ensuring fair treatment of all employees and administering equitable and consistent practices. There may be times when your job performance and/or conduct fall short of the Company's expectations.

ASC's own best interest lies in making sure that disciplinary decisions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although your employment with ASC is "at-will" (that is, either party can end the employment relationship at any time and for any or no reason), the Company may take the following disciplinary actions when your performance or conduct is below expectations:

- Informal Verbal Counseling
- Formal Written Counseling
- Termination of Employment

ASC recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

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

### ***Problem Resolution Policy***

Successful companies, open communications and satisfied employees go hand in hand. To that end, ASC is committed to creating a positive working environment where each employee is treated fairly and receives appropriate recognition for his or her individual contributions to our success. We believe that these goals can best be accomplished in a working environment which is built upon a foundation of mutual trust, respect and open communication.

Any employee with a concern or a complaint will be fully and impartially heard. Problem resolution requires a few steps that will assure the best possible solution to the problem is found. If you have concerns about adherence to Company policies or professional or ethical standards, or if you believe that you have been subjected to any form of discrimination or harassment or witness to any action which you deem inappropriate, we ask that you take the following action:

- The issue should be raised with your immediate supervisor as soon as possible. The supervisor will promptly discuss the problem fully with you at a time that is mutually convenient. The supervisor will conduct an investigation as appropriate, and provide you with a response.

- If you are not satisfied with your supervisor's response or the problem is not resolved, you should contact the Vice President or next line of management and Human Resources, in writing, to review the situation.
- If you are not satisfied with the response or the problem is not resolved, you should contact the Company CEO, in writing, to review the situation. A final decision will be made and you will be notified of the decision.

If the above procedure is not practical for you (perhaps because of the personalities involved), you may skip the step(s) which you feel would be inappropriate. Of course, in the normal situation, the procedure described above will make the most sense and should be followed.

### ***Suggestion Program***

All employees have the opportunity to contribute to the future success and growth by submitting suggestions for practical work improvement or cost saving ideas.

ASC cares about what you have to say. Your position with the Company will not be adversely affected in any way if you make suggestions, ask questions, or wage complaints. ASC does ask, however, that you do so in an appropriate manner and in compliance with the applicable policies in this Manual.

All suggestions must be submitted in writing containing a description of the problem or condition to be improved, a detailed explanation of the solution or improvement and the reasons why it should be implemented. Employees may submit suggestions in writing via email to Human Resources at [HR@allenshariff.com](mailto:HR@allenshariff.com). After review, the suggestions will be forwarded to the appropriate person(s). Employees will be notified of the status of their suggestion upon final decision.

## **SEPARATION FROM EMPLOYMENT**

### ***Resignation of Employment***

Because your employment with ASC is "at-will," you have the right to end your employment voluntarily at any time and for any reason -- or for no reason at all.

We encourage you to give us proper notice of your intention to resign. Proper notice is defined as written notification of your intent to separate from your employment which is presented at least two (2) weeks prior to the last day on which you will be actively at work. Proper notice is requested because separation procedures take time, and notice will allow us time to prepare the necessary documents relative to your final pay and continuation/conversion of certain benefits as well as to attempt to recruit and to train a replacement. In addition, by giving proper notice, you will leave in good standing, which is to any employee's benefit. Lack of proper notice as identified above will affect eligibility of rehire by ASC unless extenuating circumstances exist.

With the exception of Company-recognized holidays, you are expected to be present as scheduled for each workday during your notice period. The Company may, in its sole discretion, decide not to have you work through your notice period. Before you depart, Human Resources may conduct an exit interview with you to obtain your frank opinion on how we can improve ASC as an organization.

### ***Leaving Without Notice (Job Abandonment)***

Your absence from work for a period of three (3) consecutively scheduled work days without reporting in constitutes an abandonment of your employment and is considered to be your voluntary resignation from the Company.

Leaving without notice will result in forfeiture of those benefits normally paid upon separation which may be legally withheld by us and may result in your disqualification for Unemployment Compensation benefits.

### ***Involuntary Termination of Employment***

Involuntary termination, is initiated by the Company "at will" in accordance with applicable laws.

### ***Return of Property***

Upon termination or request by the Company, you must return all ASC's property provided to you. Where permitted by law, ASC may withhold from your final paycheck the cost of any items that are not returned when required. ASC may also take all action deemed appropriate to recover or protect its property. Remember also that you must continue to protect confidential and proprietary ASC information even after you leave ASC.

### ***Continuation and Conversion of Health Insurance Benefits (COBRA)***

In accordance with applicable law, if your employment with us is terminated, or if you experience a reduction in hours of employment, and under certain other conditions, then you, your spouse and/or dependent children may be eligible to either continue your present level of health insurance coverage under ASC's Group Health Insurance or you may be able to convert your group coverage to individual coverage.

Under COBRA, you or your beneficiary will be responsible for the full premium cost of coverage plus an administration fee. The premium rates will be provided upon notification of a qualifying event.

Additional details regarding the continuation and conversion rights of the Group's Health Insurance are set forth in the Summary Plan Description and/or in other notices distributed directly to covered employees and their dependents. Any questions concerning COBRA should be directed to Human Resources.

## **APPENDIX**

## Educational Reimbursement: Application

Employee Name \_\_\_\_\_

Date of Hire \_\_\_\_\_

Date of Application \_\_\_\_\_

*I request approval to take the following course(s) under the Company's Educational Reimbursement Program:*

Course Name(s): \_\_\_\_\_

School: \_\_\_\_\_

Reason for taking course(s): \_\_\_\_\_

\_\_\_\_\_

Begin Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Schedule of Course(s): \_\_\_\_\_

\_\_\_\_\_

I understand that I must pay the cost of tuition and fees in advance, and upon successful completion of the course(s), the Company will reimburse me at the appropriate rate as outlined in the Company policy.

I understand that I must furnish a grade report and receipts of fees before reimbursement will be made.

I also understand that if I leave the company within 12 months of reimbursement, I may be required to repay any amount received.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Approval \_\_\_\_\_ Date \_\_\_\_\_

HR Approval \_\_\_\_\_ Date \_\_\_\_\_

Employee Name: \_\_\_\_\_

**EDUCATION COMPLETION:**

I have completed the course(s) and submit my fees and grade report for reimbursement (receipts attached):

<b>Course</b>	<b>Grade</b>	<b>Type of Expense</b>	<b>Cost</b>

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Approval \_\_\_\_\_ Date \_\_\_\_\_

Principal Approval \_\_\_\_\_ Date \_\_\_\_\_

**Original to Employee File. Copy to Payroll.**

**EMPLOYEE MANUAL**  
**RECEIPT AND ACKNOWLEDGMENT**

(Please Print)

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Last Name	First Name	Middle Initial
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I have received a copy of ASC’s employee handbook and I understand that it is my responsibility to familiarize myself with its provisions. I further understand that the policies and benefits described in it are applicable presently and that it supersedes in all respects any prior employee handbook.

**I also understand that my employment is “at will” and not for any definite period of time, and that nothing in this Manual or any of ASC’s practices, policies or procedures in any way creates an express or implied contract of employment or warranty of any benefits. I also agree that either ASC or I can terminate my employment-at-will at any time, with or without cause or notice.**

I further understand that this Manual is only a brief summary of benefits currently offered by ASC and an overview of some of its work rules and policies. I further understand that any and all of the rules, policies, wages and benefits referred to in this Manual may be unilaterally amended, modified, reduced or discontinued at any time by ASC, in its judgment and discretion.

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Date

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Employee Signature