



# Employee Handbook

Adopted: January 01, 2026

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CONDITIONS OF EMPLOYMENT WITH DAHMES STAINLESS, INC., WHETHER VERBAL OR WRITTEN, ALL OF WHICH ARE HEREBY REVOKED AND RESCINDED.

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## **ABOUT THE HANDBOOK**

We prepared this Employee Handbook as a guide to assist you with becoming familiar with Dahmes Stainless, Inc. (“the Company” or “DSI”). It will help you to understand the Company’s policies, procedures and benefits.

From time to time, the Company may unilaterally, in its discretion, amend, supplement, modify or eliminate one or more of the benefits, work guidelines or policies, with or without prior notice. However, the Company will attempt to provide advance notice prior to the implementation of any such changes or modifications by distributing such changes to you and/or posting them on the official bulletin board.

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

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

Please review the Handbook carefully and keep it handy for future reference. Some of the information is of a general nature and some of it is the Company’s policy. You can obtain detailed information about the subjects covered and their application to your individual situation from your direct manager and/or the Human Resources department. Feel free to ask any questions that come up at any time.

## I. CODE OF CONDUCT

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

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

1. Failure to work efficiently or produce satisfactory results.
2. Unacceptable absenteeism or tardiness.
3. Failure or refusal to follow instructions or directives from direct managers or management.
4. Failure to follow safety or health rules, wear appropriate safety or personal protective equipment, immediately correct or report an unsafe condition or report injuries or accidents as soon as reasonably possible after they occur.
5. Inappropriate or unauthorized use, removal, misappropriation, possession, destruction, neglect or abuse of employee, Company, or others' tools and products, supplies, money, property or equipment.
6. Possession, consumption, or distribution of alcohol, cannabis or drugs on the job or reporting for work or working under the influence of drugs, cannabis or alcohol.
7. Threats, threatening language, and insubordinate behavior, verbal or physical intimidation, fighting or insubordination.
8. Making false or defamatory statements regarding the Company, its personnel, or policies to current or prospective customers, employees, vendors, or other business partners.
9. Personal use of Company tools, materials, property or vehicles without the express, prior permission of a direct manager.
10. Working on personal matters during working time.
11. Engaging in any other business or employment that conflicts with or interferes with your responsibilities to the Company.
12. Discussion of doing work on the employee's own account for Company customers or engaging in such work.
13. Unauthorized disclosure of confidential or proprietary information, regarding the Company, its employees, or its customers.
14. Violation of any of the Company policies, including the policies on discrimination, harassment and Resolution of Complaints, or failing to meet reasonable Company expectations.
15. Providing false, inaccurate, or misleading information to the Company, such as employment application information, including, but not limited to, information about your prior employment and qualifications, criminal record, your absences, your time worked, expenses, leave requests, or in response to requests for information.
16. Making frivolous, false or malicious statements, claims or charges to the Company or to a third party about the Company, its personnel, policies or practices.
17. Inaccurately reporting or recording one's own time and (without prior direct manager approval) reporting the time of another employee (whether accurately or not) or allowing one's own time to be reported by another person (whether accurately or not), or working overtime hours without reporting them.
18. Failure or refusal to perform assigned duties, mandatory overtime, scheduled hours, or to travel to or from, or to report to any assigned project or job site.

19. Possession of unauthorized firearms, explosives, weapons or other dangerous or unlawful materials or contraband on Company property including Company parking lots and project or job sites, unless otherwise permitted under state or federal law.
20. Making false, frivolous, malicious or derogatory statements concerning clients, customers, and vendors of the Company.
21. Unauthorized use of telephones, facsimile, mail, email, copiers, computers, smart phones or other equipment of the Company.
22. Failure or refusal to work cooperatively with other employees.
23. Failure to provide prior notice that you are taking medications which may affect your work performance or create a safety risk.
24. Committing a gross misdemeanor, felony or serious regulatory offense, or any similar act or omission, whether on or off duty, which adversely affects the Company by bringing the Company into disrepute, exposing the Company to the risk of liability or expense, undermining the employee's ability to effectively perform his or her duties or reducing customer, vendor, business partner, or co-employee confidence in the employee.
25. Inadequate performance, violation of any Company policy, rule, practice or standard, failure to meet standards or reasonable expectations of the Company or any other conduct which the Company determines to be adverse to its business interests.

An employee who commits an act that is contrary to the Company Code of Conduct or who violates a rule of common sense or decency may face corrective action. Corrective action is intended to assist the employee to improve his or her performance or conduct through additional training, modification of job expectations, etc.

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

## **II. OUR POLICIES**

### **1. At-Will Employment**

Dahmes Stainless, Inc. is an "employment-at-will" employer. This means that you are not required to work for the company for any length of time. Nor is the company required to employ you for any set period of time. Either you or the company may terminate the employment at any time, with or without reason, cause, or notice. This Employee Handbook does not alter the "employment at will" relationship.

While we hope that our relationship is a mutually satisfying one, we can make no assurances, either expressed or implied, concerning the duration of your employment with us.

None of the policies in this Handbook alter an employee's "at will" status. In addition, no other communications or documents (such as benefits statements, performance evaluations, or any other written or verbal communications) should be construed to create an employment agreement for a specified period of time. The DSI Employee Handbook does not produce and should not be read to create any guarantees by DSI that the policies presented within will be followed in every situation and/or circumstance.

This policy is not subject to change except by written agreement, signed by you and the DSI President.

## 2. Equal Employment Opportunity

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

The company is proud to participate in E-Verify, a web-based system that allows businesses to determine the eligibility of their employees to work in the United States. E-Verify is operated by the U.S. Department of Homeland Security in partnership with the Social Security Administration to provide an added layer of security for our workforce, ensuring that only individuals authorized to work in the U.S. are hired. Our participation in the E-Verify program does not change our commitment to equal employment opportunity and non-discrimination in our hiring practices. All prospective employees will be considered without regard to race, color, national origin, religion, sex, age, disability, or any other status protected by law.

If you believe that you have been unlawfully discriminated against, you must bring this to the attention of your direct manager or our Human Resources Department. Employees can bring complaints, ask questions, and raise concerns under this policy without fear of reprisal.

This policy applies to all aspects of an employee's employment with the Company and to all applicants. All employees and applicants are responsible for understanding, adhering to, and strictly enforcing this policy.

## 3. Harassment & Offensive Behavior

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

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

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

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

- First: Tell the harasser to stop, if you feel comfortable doing so.
- Second: Make a record and immediately report the incident to your direct manager or to the Human Resources Department.
- Third: If the conduct continues, this should also be immediately reported to the above individuals.

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

**Investigation and Recommendation**

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

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

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

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

The investigation will be conducted by personnel in the Human Resources Department that do not have conflicts of interests or are implicated in the complaint.

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

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

**Discipline and Other Appropriate Action**

The Company may take any appropriate action it deems necessary in response to complaints which are confirmed by investigation or for other violations of this policy. Such action may include: discipline, such as verbal or written

warnings; paid or unpaid suspensions; demotions; transfers; ineligibility for promotions, benefits, or raises; counseling or other required conditions for retaining employment; termination; as well as general reminders of this policy.

## 4. Dress Code

Dress and personal appearance contribute to the morale of employees, promote a safe and productive work environment, and affect the business image the Company presents to customers and visitors. Employees who arrive for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. Production, technical and service workers' dress must also meet safety standards.

It is the responsibility of each employee to maintain the following apparel:

Field Installation:           9-Hi-Vis Shirts  
                                      1-Hi-Vis Jacket  
                                      2-Caps

\* For any employee who rotates between shop and field, employee will receive the field allowance.

Shop:                            5-Shirts  
                                      2-Caps

Warehouse:                 5-Shirts  
                                      1-Hi-Vis Jacket  
                                      2-Caps

Drying Facility:            5-Shirts  
                                      2-Caps

\*Employees must see the Administrative Assistant for replacement shirts.

### **Personal Protective Equipment**

Steel-toed footwear is mandatory for all shop and field installation employees. Visitors or guests are not required to wear steel-toe boots in Dahmes' shop, however if at a customer site and the customer requires it, guest or visitor must comply. Visitors or Guests must wear protective eye wear at all times when in Dahmes' shop or at a customer site. If prescription glasses are worn, safety glasses must be used in addition for protection. All other PPE requirements can be found in the Safety Handbook.

### **Boot Allowance**

Appropriate footwear for your type of work is to be worn during all work hours. Appropriate footwear should allow you to work and move about safely. Steel-toed footwear is mandatory for all shop and field installation employees. The minimum PPE requirement for boots are as follows:

- For general protection from impact or crush type injuries the minimal standard for all eligible employees is covered by ASTM F 2413-18 (supersedes ANCI Z42) providing impact and crush protection.
- For Shop and Field employees, the boots must meet the above requirements as well as be constructed from leather with full tongue of sufficient length to fit inside coveralls to prevent ingress of weld spatter (minimum 6" ankle).

This benefit is available to all employees classified as regular full-time (who work a minimum of 30 hours per week), that also have a position that requires wearing safety boots to fulfill their job role. The safety manual

defines the minimum PPE requirement for boots. PPE requirements specified in the Safety Manual must always be complied with.

1. Employees will be entitled to a boot allowance once every twelve months.
2. 100% of cost of boots up to a maximum of \$200.00 will be reimbursed, revised 01/01/2024.
3. Allowance will only be paid (expense reimbursed) upon provision of a receipt showing full transaction details. The standard expense report must be submitted in accordance with standard procedure.

Boot Allowance will not be granted in the event of failure to comply with any of the conditions defined in sections 1-3. If an employee terminates their employment with Dahmes within 90 days, the reimbursed amount will be taken out of the individual's final paycheck.

#### **Prescription Eyeglasses Allowance**

This benefit is available to all employees classified as regular full-time (who work a minimum of 30 hours per week), that requires wearing prescription safety glasses to fulfill their job role. The safety manual defines the minimum PPE requirement for safety glasses.

1. Employees will be entitled to a prescription eyeglasses subsidy allowance once every two years (sunglasses do not qualify).
2. 100% of cost of eyeglasses up to a maximum of \$150.00 will be reimbursed.
3. Allowance will only be paid (expense reimbursed) upon provision of a receipt showing full transaction details. The standard expense report must be submitted in accordance with standard procedure.

Prescription Eyeglasses Allowance will not be granted in the event of failure to comply with any of the conditions defined in sections 1-3. If an employee terminates their employment with Dahmes within 90 days, the reimbursed amount will be taken out of the individual's final paycheck.

## **5. Required Tools**

All shop and field installation employees are required to provide tools needed for their role. Direct managers may require these employees to purchase any reasonable additions to the tool list provided at time of onboarding. DSI provided tools may be deducted from a final paycheck if not returned by the employee on their last day of employment.

## **6. Company Communications**

The Company maintains Company communication by means of postings in the breakroom, bulletin boards, email and Microsoft Teams to keep employees informed of notices pertaining to matters directly concerning Company business and announcements of a business nature which are equally applicable and of interest to employees. Mandatory federal and state postings are displayed as well. Each employee has the responsibility to read the information that is posted. Employees should read these postings regularly for important notices including information on safety rules, job postings, and changes in policies, practices and benefits.

## **7. Company Vehicles**

It is the policy of the Company that no Company vehicle will be used for personal business except when prior approval is given by the employee's direct manager.

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

Employees shall not possess, store, transfer or consume alcoholic beverages or drugs, or be under the influence thereof, in motor vehicles at any time in the course of employment, regardless of whether or not they are driving or whether they are using a Company Vehicle or a personal motor vehicle for Company business purposes.

Drivers of motor vehicles must observe all speed limits and traffic safety rules. While driving, employees must always have in their possession a current valid driver's license with proper endorsements. For insurance reasons, employees who have received a DWI, DUI or unsafe driving violation within the last two years must inform the Company of such violations and will be prohibited from operating Company owned or leased vehicles, or personal vehicles used for Company business, unless authorized by the Company's President. Employees receiving moving violations and/or parking violations in Company vehicles or personal vehicles used for Company business must inform their direct manager immediately. Any moving violation and/or parking violation will be paid by the driver of the vehicle unless management determines it was not the fault of the driver.

Use of other means of personal motorized transport such as motorcycles or airplanes are not permitted for Company business unless approved by the President.

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

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

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

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

## 8. Company Credit Card

Dahmes may provide employees with credit cards to be used for business-related expenses. Having these cards helps us track and process our expenses, prevent fraud and make payments more efficiently. We want to make sure that employees who hold company credit cards will use them properly and know their limitations and responsibilities.

This policy applies to all employees who are eligible to use a company card and employees who have the right to approve the use of a company card for their team members. Sometimes, employees who do not hold a company credit card may need to pay for a business-related expense, in these cases, employees should seek approval from their manager and utilize their personal credit card to be reimbursed.

- Company credit card must not be used for unauthorized or personal expenses
- Alcohol charges are not permitted unless pre-approved by your direct manager
- Employees who receive a daily per diem may not use card for any food charges

- Monthly reports must be submitted with all charges including itemized receipts and manager approval by the 5<sup>th</sup> of the month following month-end.

Misuse of the business credit card may serve as grounds for disciplinary action, including and up to termination. Dahmes has the right to withdraw a company credit card from any employee at any time.

## 9. Solicitation and Distribution

In order to prevent disruption of operations, violations of safety, insurance and customer requirements, harassment of employees, and litter, the following rules apply to verbal solicitation and distribution of materials (written, graphic, audio or video):

No distribution of non-work-related materials of any kind will be permitted in any work areas at any time. Verbal solicitation in any work areas during work time is prohibited.

Non-employees are prohibited from soliciting or distributing materials at any time on any Company property or customer sites that are not open to public use, unless they have a legitimate business purpose to visit those locations, and they provide prior notice of their intention to do so to the property manager or direct manager.

Employees must immediately report any violation of this policy by employees or non-employees to their direct manager.

## 10. Visitors

All visitors are required to report to and sign in with the front desk, and no entry is permitted without authorization. Visitors to the R&D Center must sign in at the R&D Center log prior to entry. This control is necessary to prevent unauthorized persons from entering the premises or a work site, for safety, productivity, loss prevention, confidentiality and insurance liability reasons, and to facilitate meetings with authorized visitors.

## 11. Business Gifts

Occasionally, it may be appropriate to express appreciation to customers by means of a business gift. Prior to any gift giving by the employee and/or if an employee receives a gift of significant value, estimated at \$100.00 or greater, it needs to be disclosed to your direct manager. Examples of business gifts are tickets to athletic or entertainment events, gift packages or beverages, or other items. However, the Company does not make a practice of giving gifts to customers and discourages employees from personally accepting gifts from individuals or firms who do business with us. Regular gifting and gifting of higher value may suggest bribery rather than appreciation and could reflect badly on the image of the Company as well as the individual involved. Company preference would be that you dine with your customer or attend an event with them.

## 12. Employment of Relatives/Relationships in the Workplace

Dahmes Stainless Inc. strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is necessary for effective business operations. Dahmes Stainless Inc. prohibits the employment of an individual who would be under the direct supervision or management of a relative or those involved a romantic relationship unless pre-authorized by the president prior to employment or transfer of position. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Dahmes reserves the right to determine when such a conflict exists. Failure to cooperate with Dahmes Stainless to resolve a conflict or problem caused by a relative or romantic relationship between co-workers or among managers, supervisors or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including termination.

### 13. Electronic Communication Devices

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

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

#### **Use, Restrictions, Monitoring and Access of Company and Personal Electronic Devices**

All Company and Personal Electronic Devices used for business purposes or during work hours may only be used for lawful and authorized work-related purposes. Company and Personal Electronic Devices may be used for personal reasons during scheduled breaks, the lunch period, or if approved by the employee's direct manager.

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

The Company retains the right to monitor, access, retrieve, and disclose the content of personal communications sent or received on all Company and/or Personal Electronic Devices used for business purposes or during work hours, even if it is from a personal account, password protected, and/or designated confidential, private and/or privileged. By using Company and/or Personal Electronic Devices for business purposes or during work hours, the user acknowledges that the systems, communications and/or data contained on such systems, are Company property and are to be used for authorized business purposes only (except for appropriate personal use during non-work time). The employee consents to monitoring, access, retrieval, and disclosure by the Company, and acknowledges the Company's right to monitor and access Company and/or Personal Electronic Devices.

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

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

- The device is to be used only by the employee. During work hours the device is only to be used for business purposes.
- Personal communications should be the exception and the duration needs to be limited on those communications.

- Non-exempt employees are prohibited from using Company Electronic Devices outside of the normal workday, unless they receive advanced permission from their direct manager and their time spent working is recorded.

### **Social Media**

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

### **Use of Company Email Systems**

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

### **Code of Conduct for Electronic Communications**

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

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

### **Use of Wireless Communication Device While Driving**

Employees are prohibited from operating a Company or employee wireless communication device including, but not limited to, a cell phone, while driving a Company vehicle or a personal vehicle for Company business. If communication is necessary before arrival at a destination, employees are required to pull over to a safe location and park before using his or her wireless communication device. Alternatively, legal hands-free technology may be utilized while operating a Company vehicle or personal vehicle for Company business. Employees charged with traffic violations involving the use of a wireless communication device will be solely responsible for any liability that results from such actions. Discipline?

## **14. Personnel Information**

The Company maintains a personnel file on each employee containing appropriate employment records. Under Minnesota law, employees have the right to review their personnel files and are entitled to remedies if those rights are denied. Additionally, the Company does not and will not: (a) require nondisclosure of wages as a condition of your employment; (b) take adverse employment action or retaliate against you for discussing your wages or another employee's wages (if voluntarily disclosed to you); or (c) require you to sign a waiver purporting to deny you the right to disclose your wages. If the Company fails to do any of the foregoing (a) - (c), you may have remedies under Minnesota law. The Company will not retaliate against you for asserting your rights. Maintaining personnel files with up-to-date information is very important as it provides the Company with contact information in case of emergency, addresses for mailings, data for payroll purposes, and information required for insurance programs as well as other benefits. Please notify us of any relevant changes to your personal information. Personnel files are the property of the Company and access to the information they contain is monitored. Generally, only direct managers and management personnel of the Company, and third parties who the Company deems to have a legitimate reason to review information in a file, are allowed to do so. If employees would like to see their personnel file, a written request must be submitted to the Human Resources Department and the file will be made available within 7 business days.

## **15. Substance Use**

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

### **Alcohol**

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

### **Drugs**

Drugs are defined as (i) illegal controlled substances as defined by Minnesota law; (ii) legal controlled substances that are being used or possessed illegally; or, (iii) legal controlled substances that could adversely affect the ability of the Employee to perform his or her job safely. Employees are prohibited from possessing, storing, transferring or using drugs, or reporting for work under their influence. The only limited exception to the prohibition against drugs is

prescription drugs used in accordance with a valid prescription. Employees who take over-the-counter medication or other lawful medication that can be legally prescribed under both federal and state law should inform their direct manager if they believe the medication will impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication.

### Cannabis

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

## **16. Smoking**

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

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

## **17. Inclement Weather**

Occasionally, the Company's business hours may be altered or operations may be reduced or temporarily closed down due to inclement weather or emergency conditions. If threatening weather is forecasted or occurs, contact your direct manager for more information. If such an event occurs after the business day commences, employees may be sent home by decision of the Company. If the Company closes for inclement weather or emergency conditions, the lost time will be unpaid and employees may elect to use Paid Time Off (PTO). In the event of inclement weather, the Company will never compel employees to attend work. Each employee is responsible to deem it safe or unsafe to commute to and from work. If you are unable to report to work due to weather-related conditions, you must communicate your intentions to your direct manager.

## **18. Remote Work**

This policy outlines guidelines for employees who work from a location other than our office. All remote work must receive prior approval from your direct manager. All positions are not appropriate or feasible for remote work. Employees may work remotely on a permanent or temporary basis depending on business needs. Remote work does not change the terms and conditions of your employment with Dahmes. Our remote employees must follow all Company policies like their office-based colleagues.

To ensure that employee performance will not suffer in remote work arrangements, we advise our remote employees to:

- Choose a quiet and distraction-free working space
- Have an internet connection that's adequate for their job
- Dedicate their full attention to their job duties during working hours as possible
- Adhere to all meal and rest break and attendance schedules agreed upon with their direct manager and in compliance with state law

- Make an effort to ensure their schedules overlap with those of their team members for as long as is necessary to complete their job duties effectively

Team members and direct managers should determine long-term and short-term goals. They should frequently meet (either online or in-person when possible) to discuss progress and results.

Non-exempt employees must follow all applicable policies including, but not limited to, meal and rest breaks, requesting prior approval for overtime, and timekeeping. Off-the-clock work is prohibited under our policy.

Dahmes will provide remote employees with equipment that is essential to their job duties, like laptops, headsets and cell phones (when applicable.) We will install VPN and Company-required software when employees receive their equipment. If equipment is not available and employees use their own equipment for work, the Company will reimburse the employee for that use, consistent with legal requirements and this policy.

Equipment that we provide is Company property. The Company retains control over the property and reserves the right to monitor Company property even when used at your remote location. Employees must keep it safe and avoid any misuse. Employees must take proper measures to secure Company information, assets and systems.

### III. PAY AND HOURS

#### 19. Attendance

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

- **Tardy or Absence of 1 day or less:** If you are going to be late or absent for any reason, you must personally telephone or text message your direct manager prior to and as far in advance of your starting time as possible. Simply advising the receptionist or a coworker is not acceptable notification for these purposes. Explain why you are going to be absent and when you expect to return to work. It is your responsibility to ensure you provide proper notification to your direct manager. If the reason you will be absent is for an ESST covered reason, you must provide notice to your direct manager as soon as practicable.
- **Absence of more than 1 day:** If you are absent for more than one day, you must provide your direct manager with a daily status report on your absence each day until you return to work. If the reason you will be absent is for an ESST covered reason, you must provide notice to your direct manager as soon as practicable.
- **Excused Absence:** An excused absence occurs only when the Company approves an employee's request for legally mandated leave or for approved absence for another sufficient reason. The Company reserves the right to require satisfactory documentation or substantiation of reasons for employee absences or lateness for work. Employees must continue to notify their direct manager daily during an extended absence.
- **Unexcused Absence:** If an employee is absent for three consecutive days without notifying his/her direct manager, or after notice but without approval of a legally mandated leave or sufficient reason for the absence, it will be treated as a resignation or job abandonment and employment will be automatically terminated.

Punctuality and consistent work hours are important to ensure Dahmes' is delivering on customer commitments. When an employee has frequent absences, it is disruptive to the entire business. Managers may put employees on a point system at their discretion.

## 20. General Work Schedule

**Administrative and Office Employees:** Monday through Friday with weekend work as necessary. Normal office hours are generally from 8:00 a.m. to 5:00 p.m.; however, your specific work schedule will be established by your direct manager and will be guided by the workload of the company.

**Manufacturing and Fabrication Employees:** Monday through Friday with weekend work as necessary. Normal hours are from 5:00 a.m. to 4:30 p.m. with 30 minutes for lunch. Manufacturing and fabrication employees are allowed to set their own hours during this time, provided they are working 50 hours each week. Your hours are always guided by workload.

**R&D Center Employees:** Because of the nature of the R&D Center operations, ordinary work hours may vary from week to week. Your specific work schedule will be established by your direct manager and will be guided by the workload of the facility.

**Field Installation Employees:** Field installation employees must expect highly flexible and unpredictable hours. Many of our customers' plants operate 24 hours a day, 7 days a week, and we must adjust our schedules according to their availability and production needs. The following schedules reflect a common guideline that DSI attempts to adhere to whenever possible:

- A. Weekly Schedule:
  - Travel out Monday
  - Work 5 days
  - Travel back Friday
  
- B. Bi-Weekly Schedule:
  - Travel out Tuesday
  - Work 9 days
  - Travel back Wednesday

Due to the nature of our work and the need to coordinate our working hours with a wide range of vendors, customers and other business partners, changes in work schedules, and work locations, required overtime and travel may be necessary. Employees' actual work schedules will be assigned or approved by their direct manager or manager.

## 21. Break Periods

The Company recognizes the need for periodic "rest break" periods which should not exceed 15 minutes each morning and afternoon. An established rest break period and a longer unpaid period for lunch will generally be scheduled by your direct manager. If they are not, employees may set their own times for breaks but must notify their direct manager prior to taking a break. Employees must record on their time cards their actual start and stop times for each lunch period. Rest breaks of 15 minutes or less are paid, but lunch breaks are not.

Please also see the "Nursing Mothers, Lactating Employees, and Pregnancy Accommodations" policy.

## 22. Overtime

Hourly nonexempt workers will be paid overtime at the rate of one and one-half times for all hours worked in excess of 40 hours per work week. The Company will pay overtime compensation to all hourly nonexempt workers based on actual hours worked. All overtime must be pre-approved. Holidays, PTO, or other paid time off, workers' compensation or other leave, or any other absence will not be considered "hours worked" for purposes of overtime calculations.

## 23. Payroll

Payroll is processed bi-weekly, with the pay period encompassing the previous two weeks. Each work week begins on Sunday and ends on Saturday.

The Company abides by all state and federal laws governing the payment of wages. Any employee who believes that he/she has not been paid correctly must immediately make a report to the Finance Manager. The Company will investigate any such claims and adjust pay as is necessary.

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

Direct deposit is the Company's preferred payment method. If employees prefer paper check, these are mailed the day before payday to the employee's address on file.

All employee purchases for personal use such as tools and equipment, PPE, etc. must be pre-approved by your direct manager and a Payroll Deduction Authorization Form must be completed.

Under the Minnesota Wage Disclosure Protection law, employees have the right to tell any person the amount of your own wages. The Company cannot retaliate against you for disclosing your own wages. Employee remedies under the Wage Disclosure Protection law are to bring a civil action against your employer and/or file a complaint with the Minnesota Department of Labor and Industry.

## 24. Per Diem and Travel Expenses

Per diem is provided to field installation and shop employees working on the road for every full day worked (5 hours or more, inclusive of travel time). Per diem will be paid on employees' regular paycheck.

The Company reimburses employees for reasonable expenses incurred while on pre-approved business travel for the Company. Company vehicles or mileage reimbursement are made available for business travel. All reimbursable expenses are paid by check through Accounts Payable.

## 25. Classification of Employment

**Nonexempt employees.** Employees who are required to be paid overtime at 1-½ times their regular rate of pay for all hours worked beyond forty hours in a work week, in accordance with applicable federal wage and hour laws.

**Exempt employees.** Employees who are not required to be paid overtime in accordance with applicable federal wage and hour laws for work performed beyond forty hours in a work week.

**Regular full-time employees** are regularly scheduled to work the company's full-time schedule. Generally, they work at minimum 30 hours per week and are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefit program.

**Regular part-time employees** are regularly scheduled to work less than full-time schedule. Regular part-time employees are eligible for some of the benefits offered by the company, subject to the terms, conditions and limitations of each benefit program.

**Temporary full-time employees** are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

**Temporary part-time employees** are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and are temporarily scheduled to work less than the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

## 26. Timekeeping

Hourly employees are responsible for clocking-in at the beginning of a shift and clocking-out at the end of a shift, along with clocking out for breaks and clocking in again after a break has concluded.

In addition, employees working on projects are responsible for clocking into the job and sub-job that they are working on. In the event that the time clock is not available, employees are responsible for communicating their time to their direct manager. Time must be submitted at the end of each work week. Direct managers will review and verify employee's time. Time must be approved by Mondays at noon the week of payroll.

An employee's identification number is for their use only. Unauthorized use of another employee's is prohibited and may be grounds for immediate dismissal.

## IV. BENEFITS

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

## 27. Insurance and Pre-Funded Benefits

### Group Insurance

The group insurance plans include:

- Health Insurance
- Dental Insurance
- Life Insurance and Accidental Death and Dismemberment
- Short Term Disability Insurance for Minnesota non-residents
- Paid Family and Medical Leave (PFML) for Minnesota residents

- Long Term Disability Insurance

DSI pays the monthly premium of these plans for each eligible employee. Eligible employees may purchase health and/or dental insurance at the group rate for dependents who qualify.

The following insurance plans are also available to eligible employees and their dependents on a voluntary basis. The entire premiums for these plans are the responsibility of the employee and will be facilitated through payroll deduction:

- Vision Coverage
- Term Life Insurance with Accidental Death & Dismemberment. This plan is in addition to the above referenced plan provided by the company.

The benefit schedules and other details of the programs are available in the Dahmes Benefits Guide, which is provided to each employee when coverage takes effect.

## 28. Cafeteria Plan/Flexible Spending Plan/Section 125(b) Plan

This benefit is available to all employees classified as Regular Full-Time. An employee is eligible for this plan the first day of the month following the 30-day eligibility requirement.

This plan allows employees to set aside pre-tax money that they anticipate spending for medical, dependent day-care, and company-sponsored insurance premium expenses. This means that the money employees are using to pay for these expenses is tax-free, which can result in significant tax savings throughout the year. Limits may apply to each section of the plan.

## 29. 401(k) Retirement Plan

This benefit is available to all employees that work more than 1,000 hours in a calendar year. An employee is eligible on the first of the month following two months of employment. All eligible employees will be auto-enrolled at a 6% deferral rate into this plan unless they opt out through their online account.

DSI matches a portion of the employee salary deferral. Currently, the company matches 100% of the employee's contribution up to a maximum of 6%. For example, if you contribute 6% to the plan, the company will match 6%; if you contribute 3% to the plan, the company will match 3%, etc.

## 30. Paid Time Off (PTO)

The Company provides PTO to all Regular Full-Time Employees and is meant to provide employees with a flexible paid time off program which addresses the varying needs of our employees to take vacation time, sick and safe time reasons, and other personal matters, while meeting the Company's need to effectively conduct business and meet customer needs and expectations.

### **Eligibility**

The Company provides PTO to all employees who are reasonably anticipated to work at least eighty (80) hours in a calendar year.

### **Granting of PTO**

PTO for Regular Full-Time Exempt Employees

At the commencement of employment, regular full-time employees accrue PTO in accordance with the schedule:

<u>Company Service (Based on Anniversary date of hire)</u>	<u>PTO Awarded</u>
0 - 4 years of service	(80 hrs per year) 3.08 hours accrued per pay period
5 – 9 years of service	(120 hrs per year) 4.62 hours accrued per pay period
10 – 14 years of service	(160 hrs per year) 6.15 hours accrued per pay period
15 + years of service	(200 hrs per year) 7.69 hours accrued per pay period

Exempt employees are deemed to work forty (40) hours in each work week for purposes of accruing PTO, except that such an employee whose normal work week is less than forty (40) hours will accrue PTO based upon the employee’s normal work week. PTO cannot be taken prior to the grant of the time, but may be taken as it is granted. PTO benefits are paid at the employee’s regular base rate in effect the pay period immediately preceding the request. Base rate does not include commissions; shift differentials that are in addition to an hourly rate; premium payments for overtime work; premium payments for work on Saturdays, Sundays, holidays, or scheduled days off; bonuses; or gratuities.

PTO for Regular Full-Time Non-Exempt Employees

At the commencement of employment, regular full-time non-exempt employees accrue PTO in accordance with the schedule:

<u>Company Service</u>	<u>PTO Awarded</u>
0 - 4 years of service	(80 hrs per year) .0385 hours accrued per hour worked
5 – 9 years of service	(120 hrs per year) .0577 hours accrued per hour worked
10 – 14 years of service	(160 hrs per year) .0769 hours accrued per hour worked
15 + years of service	(200 hrs per year) .0961 hours accrued per hour worked

PTO for Part-Time and Temporary Employees

Eligible part-time and temporary employees will accrue .0334 PTO hours per hour worked; equivalent to 1 hour of PTO for every 30 hours worked. PTO hours will accrue per hour worked and reflect on the employee pay statement each pay period. PTO cannot be taken prior to the grant of the time, but may be taken as it is granted. PTO benefits are paid at the employee’s regular straight-time rate in effect the pay period immediately preceding the request.

A year for purposes of the employee’s awarded PTO accrual is the employee’s anniversary date. Employees are allowed to carry a maximum of 1.5 times their current annual PTO days awarded (80 hours awarded = up to 120 hours carried; 120 hours awarded = up to 180 hours carried; 160 hours awarded = up to 240 carried; 200 hours awarded = up to 300 hours carried). Any hours in excess of the maximum will be automatically paid out on a quarterly basis.

Use and Scheduling of PTO

PTO cannot be used for activities which constitute a conflict of interest or are in competition with the Company. As a general rule, PTO is available for employee use at their discretion where time off is not covered by other paid leave such as Company paid holidays and bereavement leave for immediate family members.

PTO may be used for time off related to:

- an employee’s own physical or mental illness, injury, medical condition;

- an employee's needs to visit the doctor for diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventative care;
- caring for a family member, "any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship," or up to one individual annually designated by the employee who has an illness, injury, medical condition, or who needs to see a doctor for diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventative care;
- the need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member;
- domestic violence, assault, or stalking situations resulting in an illness, injury or medical condition that requires the employee to seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking, or to obtain psychological or other counseling, seek relocation, seek assistance from a victim services organization, take related legal action for the employee or one of the above-listed individuals in domestic violence, assault or stalking situations;
- the employee's inability to work or telework because the employee is prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency;
- the employee's inability to work or telework because the employee is seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the Company has requested a test or diagnosis;
- when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease;
- the closure of the Company due to weather or other public emergency;
- the employee's need to care for a family member whose school or place of care has been closed due to weather or public emergency; and
- any other reason allowed under state or local safe and sick time laws.

Foreseeable PTO usage **must** have direct manager approval. The PTO request process may vary by department. Except in unforeseeable emergencies, PTO requests must be scheduled at least seven days in advance with the employee's supervisor. Non-Exempt employees may use earned sick and safe time in the smallest increment of time tracked by the payroll system. Employees should contact their direct manager for process information related to requests and approvals for PTO time. In certain circumstances, such as unforeseen PTO usage of more than two (2) days, the Company may request reasonable documentation substantiating the need for the leave.

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

### **Termination**

Accrued, but unused PTO may not be paid out upon termination for reasons including but not limited to: discharge due to misconduct, discharge due to performance, resignation without requested advanced notice. PTO will be reinstated for employees rehired within 180 days after a job separation.

## **31. Holidays**

The Company will be closed to regular business on all Company observed holidays.

Holiday pay will be paid, based on base pay for an eight (8) hour day, to all regular full-time employees except:

1. commissioned personnel;
2. independent contractors; and,
3. seasonal and temporary employees.

To receive holiday pay, an employee must work the scheduled day before and after the holiday(s), except for pre-approved absences. Employees with pre-approved PTO absences must work scheduled day before and after scheduled time off and holiday to receive holiday pay. An employee who is absent due to illness, jury service, FMLA leave on the day before or after a holiday, but who is otherwise actively working, must present proof of that illness, jury service or other excuse to be eligible for holiday pay. An employee who is not actively working for any reason (such as unpaid leave, short-term disability, long-term disability, FMLA or any other leave recognized under federal, state or local law) when a holiday occurs and who is not in pay status, shall not be entitled to holiday pay. However, an FMLA-related absence, such as intermittent leave, on the day before or after a holiday shall not make an employee ineligible for holiday pay.

The Company observes the following designated holidays:

New Year's Day,  
Memorial Day,  
Independence Day,  
Labor Day,  
Thanksgiving Day,  
Friday after Thanksgiving,  
Christmas Eve, and,  
Christmas Day.

A designated holiday falling on a Saturday or Sunday will generally be observed on the preceding Friday or following Monday, respectively.

Holiday pay will not be paid in addition to PTO or any other authorized leave of absence pay for the same day. For example, if a holiday should fall within an approved PTO week, the employee will be recorded as having used four PTO days, instead of five.

If an employee desires time off to observe a holiday not listed above, such time off may be granted without pay or as a PTO day or personal day subject to business requirements. Employees should submit such requests to their direct manager at least two weeks in advance of the requested day off. The Company retains the right to grant or deny such requests at its sole and absolute discretion, although the Company will attempt to accommodate them.

## **32. Social Security, Unemployment and Workers' Compensation Insurance**

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

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

Neither the Company nor its insurance carrier will be liable for the payment of workers' compensation benefits for non-work related injuries or illnesses. Filing a claim for workers' compensation benefits for a non-occupational injury or illness or providing false information to the Company or other involved parties in connection with a workers'

compensation, unemployment compensation, disability or any other claim, will result in denial of benefits and civil and/or criminal prosecution, as well as discipline.

### **33. Extension of Health and Life Insurance Coverage (COBRA)**

Employees and their dependents covered under the Company's group insurance benefit plans may be eligible to elect to continue their coverage upon certain "qualifying events," such as a reduction in hours resulting in ineligibility for benefits, termination of employment (except for serious misconduct) or dissolution of marriage. Employees who are covered under group insurance programs must notify the Human Resources Representatives, within certain timeframes, of changes in status which could result in a change in eligibility for benefits. The Human Resources Representative, after such notice, will provide information on the employee's or the dependent's right to continuation of coverage and the cost of such coverage. Eligible employees must apply and timely pay premiums to obtain and continue COBRA coverage. If you have any questions about continuation of coverage, please contact the Human Resources Representatives.

## **V. YOUR HEALTH AND SAFETY**

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

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

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

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

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

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

If you believe that you or a coworker has been retaliated against for reporting a safety concern, injury, illness, accident, or near miss, you must report this conduct to your direct manager. Please see our OSHA required AWAIR program for more details on Dahmes commitment to safety and required safety responsibilities within our full Safety Program.

### **34. Safety Committee**

As part of its commitment to preventing workplace injuries and illnesses DSI has an established joint management-labor Safety Committee. DSI believes that support for the Safety Committee members and activity is necessary to ensure a safe and healthful workplace.

The purpose of the Safety Committee is to involve labor and management in a non-adversarial, cooperative effort to promote safety and health in our workplace.

DSI's Safety Committee shall consist of a minimum of four employee representatives and two employer representatives. Employee representatives may be volunteers or elected by their peers. If no employees volunteer or are elected, they may be appointed by management.

The duties of each Committee member include:

- Reporting unsafe conditions and practices;
- Attending all safety and health meetings;
- Reviewing all accidents and near-misses;
- Recommending ideas for improving safety and health;
- Working in a safe and healthful manner;
- Observing how safety and health is enforced in the workplace;
- Completing assignments given to them by the chairperson;
- Acting as a work-area representative in matters pertaining to health and safety.

The Safety Committee holds regularly scheduled meetings, utilizing a standard agenda to facilitate its meetings.

## **35. Medical Examinations**

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

## **36. Temporary Alternative Work: Light/Restricted Duty**

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

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

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

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

### **37. Nursing Mothers, Lactating Employees, and Pregnancy Accommodations Notice (WESA)**

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

The Company will also provide reasonable break times each day to an employee who needs to express milk. These breaks will run concurrently with the break times already provided to the employee. The Company will not reduce an employee's compensation for the time used for the purpose of expressing milk. The Company will also make reasonable efforts to provide a clean, private, in close proximity to the work area, other than a bathroom or a toilet stall, that is shielded from view and free from intrusion from coworkers and the public and that includes access to an electrical outlet, where the employee can express milk in privacy.

### **38. Workplace Violence**

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

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

## **VI. LEAVES OF ABSENCE**

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

Time spent on a leave of absence of over 30 days, except legally mandated leave time, will not be counted as time employed in determining an employee's length of employment, nor will benefits be granted, paid or available during such time, except where required by law. Employees who remain away from work beyond the return date of an approved leave, will be treated as having resigned or abandoned their employment and such separation will be automatically recorded as of that date, without right of reemployment, recall or reinstatement.

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

### 39. Family and Medical Leave of Absence

The Company offers Family and Medical Leave of Absence (FMLA) leave to eligible employees for: the birth, adoption, or foster care placement of a child; for the employee's serious illness; for the serious illness of the employee's spouse, child or parent; or to care for a covered servicemember with a serious illness or injury incurred in the line of duty.

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

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

If the FMLA leave is to care for the employee's spouse, child or parent with a serious health condition, or to care for a covered servicemember (who is the spouse, child, parent or next of kin of the employee) with a serious illness or injury incurred in the line of duty, or if the FMLA is due to the employee's own serious health condition, the leave may be taken intermittently or on a reduced leave schedule, but only when medically necessary. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, continuing treatment may be met by: (1) a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider; (2) one visit to a health care provider and a regimen of continuing treatment; or (3) other equivalent

conditions. An employee must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. The employee must provide medical certification in support of a leave due to serious illness, or for "caregiver leave" for the ill or injured servicemember. The Company reserves the right to require a medical certification, recertification or confirmation thereof from a health care provider of the Company's choice and at its expense.

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

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

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

The employee shall not be granted PTO or other leave grants during the FMLA leave, nor will the employee receive holiday pay for any holidays which occur during the FMLA leave. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave. Any leave granted under the FMLA will run concurrently with any similarly qualified leave, including but not limited to, PFML or PLA.

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

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

If the FMLA leave was for the employee's own serious illness, the employee must submit a medical certification to the Company which states that the employee is able to resume work, and perform all the essential duties of his/her position without restrictions, before the employee may be restored to his/her same position. The Company reserves

the right to require a medical certification or confirmation thereof from a health care provider of the Company's choice and at its expense.

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

## **40. ADA/ADAAA Policy**

### Purpose

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

### Policy

It is the policy of Dahmes Stainless Inc. to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC).

Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to Dahmes Stainless Inc. Contact Human Resources with any questions or requests for accommodation.

## **41. Parental and School Conference/Activity Leaves of Absence**

### Parental Leave of Absence

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

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

An employee returning from a PLA leave longer than one month must notify a supervisor at least two weeks prior to returning from leave to confirm the date of return. Upon returning from PLA leave, the employee shall be restored to the same position held prior to the leave, or to a position with comparable duties and

hours at the same rate of pay the employee had been receiving when the leave commenced, together with any automatic adjustments in that pay rate occurring during the leave. The employee shall also retain available pre-leave employment benefits.

#### School Conference/Activity Leave

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

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

## 42. Voting Leave Policy

Dahmes believes that it is the responsibility and duty of employees to exercise the privilege of voting in elections. In accordance with this philosophy, the company will grant its employees approved time off to vote if necessary due to work schedules and for periods of service as an election official.

#### **Time Off for Voting**

All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, managers are authorized to grant a reasonable period of time, up to three hours, during the work day to vote. This time off will be [with/without] pay. Time off for voting should be reported and coded appropriately on timekeeping records.

#### **Time Off for Election Service**

Employees who are chosen to serve as election officials at polling sites will be permitted to take required time off to serve in this capacity. Employees who are chosen to act as election officials must notify their manager a minimum of seven days in advance of their need for time off in order to accommodate the necessary rescheduling of work periods. Employees must report time engaged as an election official and code this time accordingly on timekeeping records.

## 43. Military Leave

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

1. Employees entering active military service for a single enlistment period will be granted a general unpaid military leave of absence. The Company will reinstate employees returning from military leave to their former jobs, or to an equivalent position, except in cases where changed circumstances make it impossible to do so or create an undue hardship for the Company.
2. Employees who are members of a National Guard or Military Reserve unit may elect to treat summer training periods as PTO to the extent the employee has available PTO grants for the period.

3. Employees who elect not to treat military training periods with a National Guard or Military Reserve unit as PTO will receive unpaid military leave for the period of the training.

#### **44. Bereavement Leave**

Regular Full-Time Employees will be allowed up to three days of paid leave, in case of death in the immediate family. Employees should notify their direct manager immediately in the event of such an occurrence.

The Company defines “immediate family” for these purposes to mean the employee’s spouse, child, stepchild, father, mother, brother, sister, grandparent or grandchild. For absences to attend the funeral of a relative other than a member of the immediate family, Regular Full-Time employees will receive one day of paid leave.

The Company will generally approve employee requests for bereavement leave, in the absence of unusual operating requirements. The Company reserves the right, however, to refuse to grant such leave at its sole and absolute discretion. An employee who is granted bereavement leave may, with his or her direct manager’s approval, also use any available accrued paid time off for such leave and for any additional time off as necessary.

#### **45. Jury Duty Leave**

The Company encourages its employees to fulfill their civic responsibilities by serving jury duty when required. Any employee classified as Regular Full-Time who is summoned and reports for jury duty on a day they are scheduled to work will be paid their regular rate of pay for a maximum of eight hours per day, for up to two weeks per calendar year. In order to receive payment, an employee must furnish satisfactory evidence that jury duty was performed. An employee requesting jury leave must show the jury duty summons to his or her direct manager as soon as possible after he or she receives it, so that the direct manager may make arrangements to accommodate the employee’s absence. The employee is expected to report for work whenever his or her court schedule permits. Either the Company or the employee may request an excuse from jury duty if the employee’s absence would create serious operational difficulties for the Company.

#### **46. Minnesota Paid Family and Medical Leave (PFML)**

Starting January 1, 2026, the Company offers Paid Family and Medical Leave (PFML) benefits through a private insurance plan approved by the State of Minnesota. Eligible employees can take up to 12 weeks of paid leave for their own serious health condition, including pregnancy and childbirth recovery, and up to 12 weeks for family-related reasons such as bonding with a new child, caring for a seriously ill family member, or addressing certain safety concerns. The total amount of leave available is capped at 20 weeks per benefit year.

Any leave granted under the PFML will run concurrently with any similarly qualified leave, including but not limited to, PLA or FMLA.

Employee job protection applies only after 90 days of employment. Dahmes provides Paid Leave through an approved equivalent plan instead of through the State of Minnesota. The Company will contribute 0.474% of the medical leave premium contribution and 0.440% of the family leave premium contribution. Dahmes covers the full premium cost for employees through our approved equivalent plan at no cost to the employee.

Employees may also choose to use accrued Paid Time Off (PTO) or Earned Sick and Safe Time (ESST) to supplement their insurance benefits up to their full wages. Employees should provide at least 30 days’ notice when the leave is foreseeable, or as soon as possible in emergencies. The Company reserves the right to modify, amend, or discontinue this private PFML plan and its terms, including employee contributions and benefits, in accordance with applicable law and business needs.

Employees are encouraged to provide at least 30 days' notice to the Company before taking leave when the need is foreseeable. In urgent or unexpected situations, notice should be given as soon as reasonably possible. During PFML leave, employees who meet the 90-day employment threshold are entitled to return to the same or an equivalent position with the same pay, benefits, and working conditions. Health insurance benefits will continue during leave, provided the employee continues to pay their share of any premiums.

## VII. PROTECTING OUR BUSINESS

### 47. Confidentiality

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

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

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

If individuals not currently employed by DSI make direct inquiries to you or your department on matters relating to company business or personnel (including former employees), the inquiries should be referred as follows:

Sales/Product Information	President or Sales Manager
Accounting/Billing Matters	Finance Manager
Payroll Matters	Finance Manager
Personnel/ HR Matters	HR Manager
All other Matters	President

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

### 48. Notice/Policy on Privacy in Connection with Employment

The Company reserves the right to investigate and to interview employees in the course of implementing and enforcing our policies, to require truthful answers to inquiries in connection with such investigations and interviews, to administer tests, to conduct searches of employees' persons, vehicles, work stations and locations, furniture, clothing, purses, briefcases, luggage, lockers, toolboxes, personal items and other possessions, mail addressed to employees at work, documents, computer, email, voicemail, Internet and telephone communications and databases and any and all other articles or information within their possession or control while employees are on duty, on Company, customer, vendor, or business partner property or while operating or being transported in a commercial motor vehicle or any other vehicle used, at that or any other time, in the service of the Company. The Company may, in its sole discretion, take into custody any items or information which it deems to represent possible evidence of a violation of its policies or local, state or federal law. An employee's interference, non-cooperation or refusal to submit to such investigations, interviews, searches and seizures, or to required tests, may lead to disciplinary action, up to and including discharge.

## **49. Moonlighting**

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

## **50. False Information and Claims**

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

## **51. Protected Health Information**

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

You may be required or requested to provide doctor excuses for absence, fitness for duty, short-term disability, leave verification, Workers Compensation reports, or other information relevant to work, safety, insurance, or leaves of absence. There is certain information Dahmes Stainless Inc. does not need and doesn't wish to have. The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as

specifically allowed by this law. Please contact Human Resources regarding any questions about this policy or about any information you may be requested to provide to Dahmes Stainless Inc.

## **VIII. CONCERNS, COMPLAINTS & QUESTIONS**

The Company is committed to maintaining open lines of communication with all of its employees. The Company encourages its employees to bring suggestions, ideas, questions, or concerns to the appropriate direct manager.

Job related questions should initially be discussed with the employee's direct manager. Employees who do not feel their problem or question was satisfactorily addressed by their direct manager or who are uncomfortable discussing a particular issue with their direct manager are encouraged to contact their next level of management, Human Resources, or any other member of management with whom the employee feels comfortable.

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

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

- (ii) Don't be afraid to speak for yourself. This is an informal procedure and you should present your concerns in your own words. Formal representation of employees by other employees or non-employees is unnecessary.
- (iii) Retaliation against employees who raise concerns or complaints is prohibited and may result in discipline up to and including termination.

## **IX. PARTING WAYS**

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

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

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

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

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

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

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

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

The Company will seek to provide advance notice to its employees if it becomes necessary to terminate their employment by layoff or reduction in force situations. However, the Company does not guarantee such notice, and reserves its at-will right to terminate for any reason, with or without cause, notice or prior discipline. There are no recall or reemployment rights at the Company, and applicants and ex-employees who receive but fail to accept or decline offers of employment are ineligible for further consideration for employment.

If layoffs or reductions in force are necessary, the selection of persons to be laid off will be at the Company's discretion based upon an evaluation of factors including, but in no way limited to, seniority, merit, prior discipline, attendance and performance record, qualifications, business requirements and efficiency, as determined solely by the Company's management.

## **ADDENDUM TO EMPLOYEE HANDBOOK**

Below is the Minnesota State required notice to employees regarding the Minnesota sick and safe time law. The company complies with this law as set forth in the Paid Time Off (PTO) policy pursuant to Section 30 of the Employee Handbook.

### **Earned Sick and Safe Time Employee Notice**

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

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

Earned sick and safe time can be used for:

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

### **Notifying employer, documentation**

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

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

### **Retaliation, right to file complaint**

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

## For more information

Contact the Minnesota Department of Labor and Industry’s Labor Standards Division at 651-284-5075 or [dli.laborstandards@state.mn.us](mailto:dli.laborstandards@state.mn.us) or visit the department’s earned sick and safe time webpage at [dli.mn.gov/sick-leave](http://dli.mn.gov/sick-leave).

This document contains important information about your employment. Check the box at the left to receive this information in this language.

Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwj. Khij lub npauv ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
Somali/Soomaali	Dokumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduuqan haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
Laotian/ລາວ	ເອກະສານນີ້ມີຂໍ້ມູນທີ່ສໍາຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິ່ງກ່ອງທີ່ຢູ່ເບື້ອງຊ້າຍເພື່ອຮັບຂໍ້ມູນນີ້ໃນພາສາລາວ.
Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito.
Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta’an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
Amharic/አማርኛ	ይህ ደብዳቤ ለደብዳቤዎን በሚመለከት አስፈላጊ መረጃ የያዘ ነው። ይህንን ደብዳቤ በስተግራ በኩል ባለው ቋንቋ ተተርጉሞ ለንዲሰጡት ከፈለጉ በዛው በስተግራ በኩል ባለው ሳጥን ውስጥ ምልክት ያድርጉ።
Karen/ကညီကျိာ်	လၢ်တၢ်လၢ်တၢ်ခါအံၤလၢ်သ့ၣ်တၢ်ဂ့ၢ်တၢ်ဂ့ၢ်အကါဒိၣ်လၢအတၢ်သးဒီးန့ၣ်တၢ်ဖဲးတၢ်ဖဲးမၤန့ၣ်လၢ်. တၢ်နီၣ်တၢ်ခါလၢအတၢ်တၢ်ကၤလၢတၢ်ကၤဒီးန့ၣ်တၢ်ဂ့ၢ်တၢ်ဂ့ၢ်လၢအကါဒိၣ်တၢ်ခါအံၤလၢ်တၢ်က့ၢ်.
Arabic/العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة.

## ADDENDUM TO EMPLOYEE HANDBOOK

### Minnesota Paid Leave

Minnesota Paid Leave provides payments and job protections when you need time off to care for yourself or your family.

Your employer provides Paid Leave through an approved equivalent plan instead of through the State of Minnesota. This plan provides time off, payments, and job protections that are equal to or greater than those offered under Minnesota Paid Leave.

#### Equivalent plan information:

<b>Insurer Name:</b>	Hartford Life and Accident Insurance Company
<b>Equivalent Plan Covers:</b>	<input type="checkbox"/> Family Leave <input type="checkbox"/> Medical Leave <input checked="" type="checkbox"/> Both
<b>Effective Date:</b>	January 1, 2026
<b>Website:</b>	www.thehartford.com
<b>Phone:</b>	1-888-301-5615, Monday - Friday, 8:00 a.m. to 8 p.m. ET

#### What leave is covered?

You can take leave for the following qualifying events:

##### Medical Leave:

- To care for your own serious health condition, including care related to pregnancy, childbirth, and recovery

##### Family Leave:

- Bonding Leave – to care for and bond with a child welcomed through birth, adoption, or foster placement
- Caring Leave – to care for a family member with a serious health condition
- Military Family Leave – to support a family member called to active duty
- Safety Leave – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

#### Am I covered by Paid Leave?

Most workers in Minnesota are covered by Paid Leave. An equivalent plan must offer coverage that is equal to or greater than what is offered under the state plan. Under the state plan, you may qualify for payments if you've been paid a minimum amount for work in Minnesota in the last year (\$3,900 for the start of Paid Leave in 2026).

##### Your Equivalent Plan Coverage:

*Coverage is equivalent to the state plan.*

#### How long can I take leave?

An equivalent plan must offer leave time that is equal to or greater than what is offered under the state plan. Under the state plan, you may qualify to take up to 12 weeks of family or medical leave per benefit year. If you need both family and medical leave in the same benefit year, you may qualify for up to 20 weeks in total under the state plan.

##### Your Equivalent Plan Leave Time:

*Leave time is equivalent to the state plan.*

#### How much will I get paid?

An equivalent plan must offer payments that are equal to or greater than what is offered under the state plan. Under the state plan, you will be paid up to 90% of your wages, based on your income level, with a maximum weekly

amount set at the state’s average weekly wage. This amount changes each year and is \$1,423 for the start of Paid Leave in 2026.

**Your Equivalent Plan Payments:**

*No Contributions are required by employer*

**Who pays for the equivalent plan?**

Your employer’s equivalent plan may be funded by employer contributions, employee payroll deductions, or both. **Your employer cannot charge you more than 0.44% of your wages** to fund your portion of the equivalent plan premium.

Your contributions are as follows:

<b>Medical Leave</b>	<b>Total Medical Leave Premium: <u>0.474%</u> %</b>		
	DAHMES STAINLESS INC.	will contribute	<u>0.474%</u>
		<b>and the remaining</b>	<u>0 %</u>
			of the medical leave contribution <b>will be deducted from your wages</b>

<b>Family Leave</b>	<b>Total Family Leave Premium: <u>0.440%</u> %</b>		
	DAHMES STAINLESS INC.	will contribute	<u>0.440%</u>
		<b>and the remaining</b>	<u>0 %</u>
			of the family leave contribution <b>will be deducted from your wages</b>

<b>Total deducted from your wages</b>	<u>0 %</u>
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**Employer Information:**

<b>Employer Name:</b>	DAHMES STAINLESS INC.
<b>Mailing Address:</b>	526 4 <sup>TH</sup> AVE SW NEW LONDON, MN 56273
<b>Employer Identification Number (FEIN):</b>	41-1827270

**Employee Acknowledgement:**

<input type="checkbox"/>	<b>I acknowledge receipt of this notification</b>
<b>Employee Name:</b>	
<b>Signature:</b>	
<b>Date:</b>	

# RECEIPT/ACKNOWLEDGMENT FORM

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ADDENDUM TO EMPLOYEE HANDBOOK

ADDENDUM TO EMPLOYEE HANDBOOK

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name  
(printed)

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