



Employee Handbook July, 2017

Notice of Proprietary Information and Disclaimer

This Employee Handbook is the property of AbbeySide Construction. This Handbook has been prepared for the express use of personnel employed by AbbeySide Construction. Please be advised that this handbook was prepared by Marianna Etcheverria who is not an attorney but she works on behalf of AbbeySide Construction. Please be further advised that the employee handbook may create legal rights and obligations where none were intended. The undersigned assumes no responsibility for the legal consequences that may arise out of this handbook.



Welcome to Employee

Welcome!

As an employee of AbbeySide Construction, Inc., (herein referred to as ACI or the Company), we hope you will find your employment to be rewarding, challenging, and productive.

You are a highly valued member of the ACI team. We know our success depends on the quality and strength of our employees and because of this, we are highly selective in choosing new members of our team. We want to ensure that your transition to ACI is as easy as possible so that you can focus on the work you do best.

This handbook presents policies and procedures for the employees of ACI. It serves as an operational reference guide for each employee. The content is a composite of current state and federal regulations, as well as rules and policies developed specifically for the employees of ACI at the time of publication.

We recognize this handbook does not cover every aspect of employment with ACI, and it is not intended to provide in detail all policies, practices and procedures. Consequently, ACI may amend the contents of this Handbook at any time, at its sole discretion.

The content of this handbook supersedes previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here and is intended to be read in conformity with the law.

This handbook further explains the responsibilities and expectations of our employees to the Company.

We ask that you familiarize yourself with the contents of this handbook and acknowledge your understanding. If you have any questions or need clarification, please contact Marianna Etcheverria at metcheverria@abbeysideconstruction.com. We are excited for you to be a part of our team!



Brief History and Mission Statement of ACI

Abbeyside Construction, Inc. (ACI) was founded in San Francisco by Michael Coleman in 2009 as a preconstruction, construction management, and general contracting firm. With its focus on multi-family and mixed-use development projects, the firm quickly expanded to Southern California. The company has since developed an impressive portfolio of luxury high-density residential and mixed-use projects in California and has become a preferred construction partner for premier developers, owners, and investors. We provide services throughout all phases of development, from due diligence through construction completion. Our clients range from large, international development companies, to local general contracting companies.

Our mission is to safely build beautifully crafted, high-quality projects. We value honesty, work quality, and thoughtful decision-making in our employees and our clients. We see ourselves as partners with our clients, providing superior construction insights, advice, and service throughout all phases of the construction process.

Highlights of our company's projects, services, and key staff can be found on our public website, www.abbeysideconstruction.com

Employment Policies

Your employment is "at-will," despite any disciplinary procedures or Company rules, standards of conduct or regulations, or oral representations made to you. As an at-will employee, the relationship between ACI and you may be terminated by either party unilaterally at any time, with or without notice, for any reason or for no reason at all, except as prohibited by law. This handbook should not be construed to create a contract for employment or contain any promises contrary to the at-will policy. Written employment contracts between ACI and some individual, may supersede some of the provisions of this handbook. Further, ACI can demote, transfer, suspend, or otherwise discipline an employee in its sole and absolute discretion, and employees may be terminated with or without cause. Nothing in this handbook or any other personnel document creates or is intended to create a promise or representation of continued employment, or for continued or indefinite employment at a specific position or rate of pay.



Availability of job openings may be announced within the organization at the same time as outside recruitment for any position. There may be times when ACI wishes to recruit from outside the Company, and nothing in this handbook should be understood to be a promise of any kind to a certain hiring protocol. In instances when openings are advertised to existing employees, employee-applicants should have at least six months experience in their current positions before applying for another Company position. All current employees are encouraged to review the requirements for each position and apply for those positions they are interested and qualified to fill. All applications will be given the same consideration as outlined in the Company Recruitment of New Employees Policy and Equal Employment Opportunity Policy.

Immigration Compliance

ACI is committed to full compliance with the federal immigration laws. We will only hire United States citizens or aliens who are authorized to work in the United States (with valid documentation) as employees of ACI.

Any offer for a position with ACI is contingent up on your ability to prove your compliance with federal immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As such, all employees are expected to complete the eligibility verification form I-9 and present documentation verifying identity and legal eligibility to work in the United States on the first day of work. The most common forms of identification are a driver's license and social security card; however, other documents can be used. If you have any questions or need more information on immigration law issues, please contact the Director of Human Resources.

Failure to complete the I-9 form within three (3) business days of the date of hire may subject you to termination or suspension until the form is complete. This requirement is an on-going condition of employment and the employee may be asked to update these forms at any time by the personnel department and as needed to be in compliance.

Open Door Policy

ACI is committed to maintaining a positive and pleasant environment in which to work, and believes in an "open door" policy between supervisors and their employees. As such, you are encouraged to bring suggestions for improvements in any of these areas to the attention of your Supervisor. You should see the Supervisor with questions or problems relating to your job.

While these procedures cannot result in every problem being resolved to your satisfaction, the Company strives to improve its policies and services and values your input. ACI is committed to listening to your concerns with respect and to do its best to resolve your issues.



Equal Employment Opportunity

ACI is an equal employment opportunity employer and maintains a zero tolerance policy with respect to discrimination in its workplace. No manager or employee of the Company will discriminate against an applicant for employment or a fellow employee because of race, creed, color, religion, sex, gender identity, gender expression, sexual orientation, national origin, ancestry, age, political party affiliation, military or veteran status, genetic characteristic, any physical or mental disability or breastfeeding and related medical conditions.

In accordance with applicable federal and state law protecting qualified individuals with known disabilities, the Company will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on the Company. Any qualified employee or applicant for employment with a disability who requires an accommodation in order to perform the essential functions of the job should contact the Supervisor and request an accommodation.

As an employee, it is your obligation to report every instance of unlawful discrimination to the Supervisor, regardless of whether you or someone else is the subject of the discrimination, and to provide detailed reports -- including names, descriptions, and actual events or statements made -- or any documents supporting the allegations. This will greatly enhance the Company's ability to investigate.

Based on any report, the Company will conduct an investigation. If the investigation determines that prohibited discrimination or other conduct which violates the Company policy has occurred, the Company will take disciplinary action, up to and including termination of employment, against those who engaged in the misconduct. The Company will evaluate whether other employment practices should be added or modified in order to deter and prevent such conduct in the future. The Company will inform the reporting employee of whatever action(s) the Company takes to resolve and remedy the situation to the extent possible without violating other individual privacy rights.

The Company prohibits any retaliation for submitting a good faith report of unlawful discrimination or for cooperating in any investigation. Any employee who retaliates against the accuser or those involved in the investigation will be disciplined, up to and including discharge from employment.



Recruitment of New Employees

ACI aggressively recruits to attract top-caliber individuals to all levels of the organization. Vacant or new positions may be filled by either transfer or promotion of existing employees, or by new employees who are recruited or apply to the Company. Recruitment may be conducted through advertising, employment agencies, schools, employee referrals, technical and trade referrals, or through other means as determined by the Company. Management will consider the most appropriate method for recruitment in filling Departmental positions. All recruitment will be conducted in an ethical, professional, and nondiscriminatory manner. ACI provides equal opportunity to all applicants based on demonstrated ability, experience and training in accordance with the Company's Equal Employment Opportunity Policy.

Harassment

ACI believes in respecting the dignity of every employee and expects every employee to show respect for all of our colleagues, clients and vendors. Respectful, professional conduct furthers the Company's mission, promotes productivity, minimizes disputes, and enhances our Company's reputation. Accordingly, ACI has zero tolerance for any unwelcome conduct in the workplace that is based on an individual's age, ancestry, citizenship, color, marital or parental status, national origin, political affiliation, pregnancy, race, religion, sex or gender, perceived sex or gender, gender identity, gender expression, sexual orientation, military or veteran status, physical or mental disability, breastfeeding and related medical conditions, medical condition unrelated to the person's ability to perform the job, or the perception that a person is associated with a person who has or is perceived to have any of these characteristics. In addition, ACI's policy prohibits discrimination and harassment on any other basis protected by federal, state or local law, ordinance or regulation. The Company is committed to providing a work environment that is free of all forms of harassment, and therefore ACI strongly disapproves of and will not tolerate harassment towards any person in the workplace including our trade partners.

Prohibited conduct may include, but is not limited to, the following specific conduct:

- offensive verbal conduct such as epithets, derogatory jokes or comments, slurs, insulting sounds, unwanted sexual innuendos, advances, or propositions, and/or graphic, suggestive, or obscene comments, letters, notes, or invitations;
- offensive visual conduct such as derogatory and/or sexually suggestive images, posters, pictures, photography, cartoons, drawings or gestures;



- offensive or otherwise unwelcome physical conduct such as patting, grabbing, pinching, brushing against another's body, assault, or any other unwanted physical contact or touching;
- threats or unwelcome pressure to submit to sexual requests and offers of employment benefits in return for sexual favors.

The above-described conduct constitutes unwelcome conduct under the policy when:

- submission to the conduct is made either an explicit or implicit term or condition of employment;
- submission to or rejection of the conduct is used as the basis for an adverse employment decision affecting an employee, or
- the conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Independent Contractors and Subcontractors

An independent contractor is a person with which ACI contracts to perform certain services for the Company that are not typically performed by employees, and who can achieve the goals contracted for with little day-to-day supervision. Independent contractors are not ACI employees, and the Company will not withhold income taxes or other required withholdings from monies paid to independent contractors. Such monies will be reported to the Internal Revenue Service on Form 1099, and the independent contractors will be solely responsible for paying all income and other taxes or withholdings owed.

If a person classified as an independent contractor is later reclassified by an action of a court or administrative agency as an employee of ACI, he or she is not eligible for any retroactive Company-sponsored benefits, such as retirement or health benefits, and is not retroactively eligible for any bonuses unless the court of agency specifies otherwise.

Employees of independent contractors or subcontractors are not employees of ACI and are not entitled to the privileges of employment described herein, including Company-sponsored benefits.



Personnel Policies

Absences and Tardiness

Punctuality and good attendance is an essential part of employment with the Company. Therefore, it is very important that employees adhere to the following guidelines.

- All employees must call in if they are going to be absent. They must speak to their Supervisor. The employee must do so for every day they are absent.
- If the employee is unable to personally call due to an emergency or illness, they must have someone call on their behalf. Absence and tardiness records will be kept in the personnel files.
- An employee who begins work later than his/her regular start time, as determined by their supervisor, will follow the same guidelines as above.
- It is necessary to notify your supervisor, at the beginning of your schedule, if you have to leave work earlier than your scheduled end time, unless it is an absolute emergency. A reason will also be documented in these instances.
- Three unexcused absences, tardiness, or failure to fulfill your schedule in a 60-day period will be considered excessive and will result in disciplinary action, up to and including possible termination. Failure to call in according to company policy will also result in the possibility of termination.
- For the purposes of this handbook, an unexcused absence is one where the employee failed to follow the outlined procedures above to contact their supervisor to notify them of the need for an absence of any kind including being tardy and not calling in advance or in a timely manner.
- If any employee fails to report to work for three consecutive days the Company will assume that the employee has voluntarily abandoned his/her job.

Performance Improvement

Performance improvement may be suggested whenever Company management believes that an employee's performance is less than satisfactory and can be resolved through adequate counseling. Corrective counseling is completely at the discretion of management. ACI desires to protect its investment of time and expense devoted to employee orientation and training whenever that goal is in the Company's best interests. If a performance improvement plan is implemented, an evaluation will take place after three months to determine if improvement has been made. Failure to improve will result in disciplinary action, up to and including termination. The Company



may terminate this corrective counseling plan at any time. Management, in its sole discretion, may warn, reassign, suspend, or discharge any employee at will, whichever it chooses and at any time. The Company will determine the course of action best suited to the circumstances and may employ the progressive discipline procedures outlined below, where appropriate.

However, when ACI determines it is warranted, employees may be terminated without first going through any or all progressive discipline steps.

Misconduct

“Misconduct” is defined as a violation of Company rules and policies as well as conduct that violates business ethics and/or state and federal law. Examples of misconduct include, but are not limited to, the following:

- excessive tardiness
- interfering with another employee’s job performance
- excessive absenteeism
- failure to observe working hours, such as the schedule of starting time, quitting time, and rest and meal periods
- performing unauthorized personal work on Company time
- failure to notify the manager of intended absence either before or within two hours after the start of a shift
- physical fighting on Company premises or work-related areas
- repeated occurrences of related or unrelated minor violations, depending on the severity of the violation and the circumstances
- any act that might endanger the safety or lives of others;
- bringing firearms or weapons onto Company premises or work-related areas;
- deliberately stealing, destroying, abusing or damaging Company property, tools or equipment or the property of another employee or visitor;
- disclosure of confidential Company information or trade secrets to unauthorized persons;
- willfully disregarding Company policies or procedures;
- willfully falsifying any Company records;
- willfully deleting files and Company records;
- fraud, misappropriation, embezzlement, theft or the like against the Company;



- conviction for a felony or a crime involving moral turpitude;
- any intentional act that damages the Company's reputation;
- sexual harassment in any form toward Company employees or anyone affiliated with the Company;
- the use and/or possession of drugs and/or alcohol during work hours, in company offices, or on job sites.

Depending on the circumstances of the investigation, while the investigation is ongoing employees may be placed on unpaid or paid leave. Employees who violate the Misconduct Policy will be subject to disciplinary action, up to and including termination.

Employer Records and Documentation

Background/Reference Checks

The Company reserves the rights to conduct a detailed check of the applicant's previous work experience, background, motor vehicle record, education and other items. The Company may also check all references listed on employment applications. The Company will adhere and comply with all Fair Credit Reporting requirements.

Employment Applications

The Company relies on the information supplied by the applicant in the employment application as well as any other documents provided throughout the hiring process to be accurate and true. If it is found that there have been any misrepresentations or falsifications either during the hiring process, or after the applicant has been hired, the applicant's consideration for employment may be withdrawn or the employee's employment may be terminated.

Personnel Records

It is the policy of the Company to maintain employment records on current employees, past employees and applicants to comply with government agencies and to maintain documents pertaining to their respective employment (including reviews, etc). It is also the policy of the Company to protect the privacy of this information, as much as possible.

However, we will release information when we have received requests from authorized law enforcement, local, state and federal agencies and when we, in good faith, believe that we are obligated to release such information.



Employee Information

It is important that employees promptly notify the Company of any changes to their personal information including:

1. Name
2. Home and/or Mailing Address
3. Telephone Numbers
4. Number, Names, and Status of Dependents
5. Change of Emergency Contact Information
6. Educational Accomplishments
7. Marital Status
8. Payroll Deductions

Employer/Employee Conduct

Work Conduct Rules

There are some specific rules that must be complied with at all times while you are an employee of ACI. The following work conduct rules are in addition to the employment policies thus set forth in this document. These are emphasized here because they are important. The Company reserves the right to revise, add or change these rules at anytime. Written notice of changes will be given to all employees and/or will be made available on our company's intranet.

1. Unauthorized alteration, deletion or copying of any client or employer computer data is strictly prohibited;
2. Workplace injuries must be reported to supervisor within 24 hours of the injury;
3. Alterations/additions/changes/deletions to a company computer without permission is strictly prohibited;
4. Theft of any client or employer computer data or property is strictly prohibited.

All these rules will be enforced and could be grounds for disciplinary action up to and including termination. Furthermore, the Company reserves the right to seek legal action if deemed necessary.



Employee Safety Responsibilities

An important responsibility of the employees of AbbeySide Construction Inc. is to perform their duties in a safe manner in order to prevent injury to themselves and others.

As a condition of employment, employees **MUST** become familiar with, observe, and obey AbbeySide Construction Inc.'s rules and established policies for health, safety, and preventing injuries while at work. Additionally, employees **MUST** learn the approved safe practices and procedures that apply to their work, as outlined in the Safety Manual, located on the intranet.

Before beginning special work or new assignments, an employee should review applicable and appropriate safety & compliance rules of the job site, the client, and any other stakeholder.

If an employee has any questions about how a task should be done safely, they are under instruction **NOT** to begin the task until they discuss the situation with their Supervisor. Together, they will determine the safe way to do the job.

If, after discussing a safety situation with their Supervisor, an employee still has questions or concerns, they are required to contact Michael Coleman.

NO EMPLOYEE IS EVER REQUIRED to perform work that he or she believes is unsafe, or that he or she thinks is likely to cause injury or a health risk to themselves or others. Any unsafe conditions must be reported to employee's supervisor immediately.

Incident Reporting

Any work-related injury or suspected injury must be reported immediately to your Supervisor, Job Site Foreman and to Human Resources. Failure to report an injury or illness in a timely manner may jeopardize or delay your rights to certain benefits.

Workers Compensation

It is our goal to prevent work-related injuries from happening. We are always concerned when one of our employees is injured or ill due to a work-related condition. We want our injured employees to get the best possible medical treatment immediately to assure the earliest possible recovery and return to work.

AbbeySide Construction Inc. has a workers' compensation program available for employees who have suffered work-related injuries. The program's administrator will determine, based upon their guidelines, whether you are eligible for wage loss or



medical expenses under that program. As of October 2015, the program administrator is State Fund. The contact is Pat Finnerty at Hub International - (951)-779-8545.

Employee Procedures for Obtaining Worker's Compensation

- All work-related injuries should always be reported immediately to your Supervisor no later than the end of the shift on which the injury occurs.
- When medical treatment is sought, the injured employee must advise their Supervisor that they are seeking treatment and obtain a Return to Work Evaluation form. Regardless of the choice of physicians, the Return to Work form must be completed for each practitioner visit. The Return to Work form must be filled in completely, with the specific injury, illness, and/or causes of absence and the treatment recommended by the practitioner. Notes that are unspecific, or general in nature as to the cause for time off, duration of recommended time off, or ability/inability to perform work duties will not be accepted.
- Under this program, temporary light duty (transitional) work is available for up to sixty (60) days (with a review of your progress every 30 days) while you are temporarily unable to work in your regular job capacity. Transitional or light duty work beyond sixty (60) days, up to a maximum of 180 days, will be evaluated on a case-by-case basis.
- If you are unable to return to your regular job, but are capable of performing transitional duty, you must return to transitional duty.
- Failure to return to transitional work when you are capable of transitional work will result in your not being eligible for full disability benefits under the workers' compensation program, and may result in disqualification for certain employee benefits and, in some cases, be a basis for termination.
- Employees who are unable to work and whose absences AbbeySide Construction Inc. approves must keep us informed on a weekly basis of their status. Failure to do so will result in a reduction in benefits available and discipline, up to and including termination from employment.
- If you are unable to return to your regular job or transitional duty, your absence must be approved under the Family Medical Leave Act (FMLA) program. For this purpose, you need to complete a Family Medical Leave Request form and submit it to the Human Resources Department. You must also have your practitioner complete both the Return to Work Evaluation form and Return to Work Request / Physician's Authorization form. (Forms are available from the attending Doctor or clinic.)
- Employees who are not eligible for leave under FMLA must return to light duty or regular work if at all possible. If you are unable to return to any available work, your job position may be filled after a reasonable time. When able to do so, you will be entitled to return to a suitable position, if available and consistent with any



limitations. However, you must keep us regularly informed of your status and any changes in your condition.

- Employees must provide a Return to Work form indicating they are capable of returning to full duty, and signed by a medical doctor. Permanent restrictions will be evaluated on a case-by-case basis and relate to the performance of essential job functions. The company is not obligated to create new positions to accommodate permanent restrictions.
- Employees must cooperate with our third-party administrator and provide accurate and complete information as soon as possible so that you receive all benefits to which you are entitled. If you have problems or concerns, please contact your Supervisor and the Human Resources Department.

General Emergency Guidelines

- Stay calm and think through your actions
- Know the emergency numbers:
 - Fire/Police/Ambulance 911
 - Internal Emergency Number (415 639-9807 x101)
 - Human Resources (Insert Number or extension)
 - Page (Insert number and instructions if applicable)
 - Operator "0"
- Know where the exits are located
- In the event of any emergency, do not take elevators; use the stairs
- Do not hesitate to call or alert others if you believe that an emergency is occurring; you will not "get in trouble."
- First aid supplies and emergency equipment are located at each project site office, and at main office for use by those who are authorized and properly trained

Drug and Alcohol Testing

If the Company has reason to suspect that an employee may be using drugs or alcohol, or may be under the influence of or impaired while at work, or when reporting for work, the employee may be ordered to submit to a blood test, urinalysis, breathalyzer, or other test conducted by a professional medical staff and laboratory. Likewise, when the Company reasonably suspects that an employee's impairment from drugs or alcohol may have been a factor in an injury or accident during work or while operating Company



equipment or a vehicle, that employee may also be ordered to take a blood test, urinalysis, or other drug/alcohol test.

Such examination and/or tests, when requested, are considered a condition of employment, and will be at the sole expense of the Company. Transportation will be provided to and from the medical facility. If the employee tests positive, the employee may be subject to immediate termination from employment. Should an employee refuse to submit to the requested examination or test, the employee will be subject to corrective action, up to and including termination.

Company Inspections

The Company retains the right to search and inspect all Company-owned property and premises, including common areas used by employees, to detect the presence of drugs, controlled substances, or alcohol. Company owned property includes, but is not limited to, machinery, equipment, furniture, lockers, buildings, and vehicles. In addition, the Company may question employees and inspect any of their packages or belongings when entering or leaving Company premises. Such inspections may occur at any time, with or without notice. As a condition of employment, every employee is expected and required to fully cooperate with any search being conducted to detect the presence of drugs or alcohol on Company property.

Smoking Policy

The Company does not allow smoking inside our facilities or inside company-owned vehicles. Smoking is allowed outside on designated breaks and lunchtime only. The Company and its employees will abide by all state and city ordinances with regard to smoking laws.

Use of Tools and Equipment

When using equipment or tools in performing tasks, employees are expected to exercise care and follow all operating and maintenance instructions, safety standards, and guidelines. No employee is to attempt to repair any equipment without the express authorization of his or her Supervisor. Equipment and tools are to be used only for the purpose for which they were designed. Employees should not attempt to operate any equipment or machine until properly trained on the correct use. If any Company equipment, machine, or tool is broken, malfunctioning damaged, defective, or in need of repair, employees should notify their Supervisor. Prompt reporting of damage, defects, and need for repairs could prevent deterioration of equipment and possible injury to employees or others. The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in corrective action, up to and including termination.



Company Property

Use and possession of company property is considered a privilege, and should be treated as such.

Computers

All computers, networks and data stored on them are the property of ACI. Use of company equipment for illegal or an improper activity of any kind, including unauthorized use, (defined as any action that constitutes illegal or unacceptable behavior) is prohibited.

Company provided phones, voice mail, E-mail, hand-held devices and computer systems are the property of ACI. Employees should have no anticipation of privacy with respect to Company provided phones, voice mail, E-mail and computer based communications. Since the messages generated and/or received are Company property, management reserves the right to review these messages.

Company phones, voice mail, E-mail and computer systems are to be used for business purposes only. All messages sent, received, composed and/or stored on these systems are the sole property of the Company. Computers should not be used to access on-line databases or Internet services unless such access is for work-related purposes. Failure to comply with these procedures may result in disciplinary action.

Other Property

Computer software, keys, cellular phones, petty cash, written materials, employee handbook, access codes, credit cards, tools, company vehicles and any other items given to you by the Company, or on behalf of the Company, to perform a task while you are employed will be returned immediately upon termination (voluntary or involuntary). The Company reserves the right to redeem all its property at any time.

ACI Computer and Electronic Communication Policy

Desktop and laptop computers, iPads, iPhones and other electronic devices used by the employees of ACI in the course of their workday are the property of AbbeySide Construction, Inc., and are used to facilitate their job requirements. Company-owned computers and electronic devices that leave work premises (job site or office) are strictly for company use. Use of ACI's computers is a privilege and not a right and must be treated as such by the employees. All employees must respect the physical facilities and controls we have in place for the safety and security of our electronic communication and correspondence, and all contractual licenses and agreements relating to information technology at ACI. Failure to conduct yourself in compliance with



this Policy may result in the denial of access to Company computers or other disciplinary action up to and including termination of employment.

The following are specific guidelines that all employees are expected to follow:

- ACI is not a regulator of the content of the electronic information contained on its computer systems and takes no responsibility for that information except for that information ACI or those acting on its behalf create.
- The display of any kind of obscene image or document on any ACI computing resource may be a violation of existing ACI policy on sexual harassment. In addition, obscene material may not be archived, stored, distributed, edited, or recorded using ACI network, printing, or computing resources.
- No employee may use ACI facilities knowingly to download or distribute pirated software or data. Any software or files downloaded via the Internet may be used only in ways that are consistent with their licenses or copyrights.
- No employee may use the ACI Internet facilities to deliberately propagate any virus, worm, Trojan horse, trap-door, or back-door program code or knowingly disable or overload any computer system, network, or to circumvent any system intended to protect the privacy or security of another user.
- The ACI Internet facilities and computing resources must not be used to knowingly violate the laws and regulation of the United States or any other nation, or the laws and regulations of any state, province, or local jurisdiction in any material way.
- Each ACI employee using the Company Internet shall identify themselves honestly, accurately, and completely when corresponding or participating in interactive activities, and shall not send unsolicited mass electronic mail.
- Employees should not have any expectation of privacy as to his or her Internet usage. It is possible to monitor Internet usage patterns and ACI may inspect any and all files stored on its resources, including email and other correspondence, to the extent necessary to ensure compliance.

Use of Personal Vehicle when Conducting ACI Business

Mileage Reimbursement Rates

Abbeyside offers mileage reimbursement for the use of personal vehicles for Abbeyside Construction business purposes. Reimbursement rates are determined by the "Standard Mileage Rates" as determined by the IRS each year. (<https://www.irs.gov/tax-professionals/standard-mileage-rates>)



Mileage Determination for Reimbursement

Any employee using a personal vehicle to attend a meeting or a conference on behalf of Abbeyside Construction is allowed mileage reimbursement. The amount of mileage eligible for reimbursement will be determined as the distance to the meeting or conference from the job site or home (whichever is closer).

Due to the nature of our business, the job site will constitute the place of work and will change from project to project. Abbeyside will reimburse mileage to individuals who use a personal vehicle to and from work for any amount over 45 miles each way. Mileage eligible for reimbursement will be determined as the distance from the employee's designated place of residence to the employee's designated place of work for the project.

Disciplinary Actions

Nothing in this section alters the "at will" employment relationship. The Company does maintain that employment is "at will" and can be terminated with or without cause, with or without notice, at any time.

In the event that an employee is reprimanded for an unacceptable act or behavior, the following may be the steps of discipline. This may or may not be the procedure based on the offense and past history:

1. Verbal warning - noted in personnel file
2. Written warning
3. Suspension
4. Dismissal

The following is a list of certain violations that because of their seriousness may result in immediate termination:

1. Insubordination-refusal to obey the orders or instructions of an immediate Supervisor or member of management, or the use of abusive or threatening language to any co-worker or member of management.
2. Misconduct of any kind, including but not limited to, causing or creating or participating in any disruption during working hours on company property.
3. Abuse, misuse, or theft of company property or the personal property of others.
4. Falsifying or making false statements on company records, reports or any documents including, time cards, payroll and personnel records.



5. Divulging confidential company information.
6. Fighting, use of profane language, or possession of a dangerous weapon.
7. Being under the influence of alcohol, drugs, or any controlled substance.
8. Unauthorized use or unsafe use of company-owned vehicle.
9. Violation of any policies named in this handbook.

All violations of any company policy and especially in the case of an unlawful harassment claim will be fully investigated.

Termination

Voluntary termination- a voluntary termination is a termination that is initiated by the employee. We require an employee give a two-week written notice i, before leaving their job. Written notice should include the reason for leaving. If an employee does not report to work 3 consecutive workdays, he/she may be considered to have voluntarily quit. Upon this type of termination, the Company has 72 hours within which to give the last paycheck.

Involuntary termination- an involuntary termination is a termination that is initiated by the Company for reasons other than changing business conditions. Upon this type of termination, the employee will receive all wages owed immediately upon leaving.

Layoff- a layoff is a termination of employment that results from changing business conditions which necessitates a reduction in staff. If a need for a layoff is determined, the following will be considered (but are not limited to): qualifications, skill, ability, performance, attitude and dependability, and length of employment.

Compensation Policies

Wage and Salary Policies

The Company adheres to all laws required by the Fair Labor Standards Act and any state wage orders.

Paydays

The Company pay period is on a bi-weekly basis.

Payroll is paid as follows:



Standard pay periods are Monday through Friday. The pay date is every other Friday.

1. Paychecks may be directly deposited into the account of your choice or issued and mailed. Direct deposit forms are available from HR.
2. If a payday falls on a holiday, the Company pay date is the day before the holiday.
3. Any discrepancies in payroll, must be reported immediately to the payroll department. All corrections will be made on the following payroll.
4. Request for Payroll Records
The Company will provide any employee or former employee with copies of his or her payroll records within twenty-one (21) days of his or her written request.
5. Payroll Deductions/Garnishments
The Company is required by law to make certain deductions from every employee's paycheck. These deductions include: Federal Income, State Income, State Disability Insurance, Social Security and Medicare taxes. The amount of these deductions will depend on your earnings and information supplied on your W-4 information form. As required by law, you will receive a payroll stub with every paycheck itemizing all deductions and listing year-to-date information. The Company will also comply with any state and federal laws regarding the garnishment and assignment of wages. The employee must authorize any other deductions in writing with the pertinent information.
6. Pay Advances
The Company does not provide employees pay advances on unearned wages.

Benefits

General Information

The Benefits section of this Handbook is intended to provide a general overview of the benefits currently available to eligible employees of the Company. State and/or federal laws govern some of these benefits, while others are determined by the Company or governed by a third-party benefit provider. Should there be a discrepancy between the contents of this Handbook and a provision of an applicable law, benefit plan or contract, then the law, plan document, or contract will prevail.

All employees should receive information regarding benefit plans during their Introductory Period. This information includes summary plan descriptions (SPD), which are detailed benefit documents. Employees having questions regarding benefit matters should contact the Supervisor.



The Company reserves the right to change, suspend or eliminate any benefit at its sole discretion. Employees will be notified of any changes in employee benefit programs at meetings or through memos.

Eligibility

Regular full-time employees working 30 or more hours per week are eligible to enroll in the group benefit plans as of the first of the month after completing 30 calendar days of employment.

Insurance Enrollment

Management will notify eligible employees when they become eligible for benefits, however it is the employee's responsibility to complete the application for coverage in the group insurance program within the required timeframe.

Enrollment forms will be provided to employees prior to the end of the first month of their employment. When the forms are provided to the employee, he/she will be told when the completed forms must be returned to the Company so that the employee's coverage can begin on the earliest possible date.

Failure to enroll within the first 30 days as an eligible employee will result in the inability to enroll for insurance coverage until the next "open enrollment" period, conducted once each calendar year.

The first day of our Plan year is August 1st therefore any new enrollees and changes must be made by July 31st of every year. (Some status changes may be made during the year, such as marital status, etc.) Please see your benefit summary for further details.

AbbeySide Construction currently offers the following group benefits to its full-time employees, including 30-hour per week employees.

1. Medical
2. Health Savings Account
3. Workers' Compensation Insurance

Medical

Upon eligibility, employees will be given the specific information regarding the coverage and carriers we work with. Qualified dependents of enrolled employees may also enroll in the group insurance plans selected by the employee. For details regarding these



insurance plans, together with a schedule of specific benefits provided by each plan, employees should refer to the plan booklets.

Premium Payments

80% of the selected premium for the employee will be paid by ACI; employees will pay the remainder of the monthly insurance premiums through regular payroll deductions. The cost of any dependents will be at the expense of the employee.

Health Savings Account

"California Choice" is a health benefit plan that meets the requirements of Section 223(c)(2) of the Internal Revenue Code. This health benefit plan is a High Deductible Health Plan.

The health care coverage described in this Evidence of Coverage is designed to be compatible for use with a Health Savings Account (HSA) under federal tax law. The tax references contained in this Evidence of Coverage relate to federal income tax only. Contributions made to a Health Savings Account by an eligible individual are tax deductible under federal tax law whether or not the individual itemizes deductions. If you have any questions on the tax implications or benefits of the Health Savings Account, please speak with your accountant.

Workers' Compensation Insurance

All employees are covered by Workers' Compensation Insurance, effective the first day of employment. Workers' Compensation Insurance provides employees and/or their beneficiaries with certain benefits in the event of job-related illness, injury or accidental death. The Company pays the full cost of this insurance. If employees sustain a job-related illness or injury, they must report the illness or injury to their supervisor or Human Resources. All work-related injuries should always be reported immediately to your supervisor no later than the end of the shift on which the injury occurs. Failure to do so could result in a delay of benefits by the insurance carrier.

All payments for lost wages or salary due to a job-related illness or injury, medical treatment, and any other benefits will be made by the Workers' Compensation Insurance carrier as required by law. Workers' Compensation Insurance payments are coordinated with any paid sick leave or vacation taken as part of a medical or disability leave of absence. Contact Human Resources for more information about Workers' Compensation Insurance benefits.



Jury Duty

The Company provides regular full-time and regular part-time employees who have completed 90 days of consecutive employment with up to ten (10) days of paid time off to serve on jury duty.

Within three days of receiving a Jury Duty notice, employees must provide a copy of the notice that specifies the dates the employee will be serving as a juror to his/her supervisor. An employee must also give a copy of the Jury Duty notice to Human Resources for retention in his/her personnel file before reporting for Jury Duty service. If an employee obtains a jury duty extension, in order to serve at a later date, the employee is expected to provide his or her Supervisor, and Human Resources, at least three weeks advance notice of the new reporting date.

When on Jury Duty, employees must report for work whenever their presence is not required at court, including during "phone in" or "on call" status. Employees who cannot report to work due to Jury Duty may be required to show proof of jury service or appearance. The Company may submit a request for a postponement in the event that compelling business reasons deem postponement of Jury Duty necessary.

Holidays and Eligibility

Employees shall be entitled to 11 paid holidays in each calendar year that runs from January 1 through December 31. The 11 paid holidays are listed below:

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Eve
9. Christmas Day
10. Two Floating Holidays to be designated by employee and approved by Supervisor. These two days will not be carried over to the following year. 30-hour employees' floating holidays will be pro-rated based on hours worked



Eligible employees also receive holiday pay whenever they are on an approved vacation during which the Company observes a holiday.

Employees who are on an unpaid leave of absence as of the date the Company observes a holiday are not eligible for holiday pay.

Part-time employees (less than 30 hours) and temporary employees are not eligible for paid holiday benefits.

When a holiday falls on a Saturday it will be at the Company's discretion to decide which day to observe the holiday. If a holiday falls on a Sunday, it will be observed on the following Monday. When Christmas or New Years falls on a Saturday, it will be observed on the preceding Friday.

The Company may eliminate or change holidays, or designate additional holidays at its discretion.

Vacation

ACI offers paid vacation benefits that may also be used for personal time off due to personal appointments, family matters, school activities, religious observances, and other personal obligations.

For an employee to be eligible for vacation benefits they must be considered regular full-time employees who work at least 30 hours per week.

Employees will begin accruing vacation benefits immediately on each pay period. The following vacation accrual schedule is based on regular full-time employees who are regularly scheduled to work at least 40 hours per week:

Employee Vacation Accrual Rate

From Hire date through 3rd year of continuous employment: maximum of 10 vacation days total, accrual rate is 3.08/2.67 hours per pay period (3.08 for a 40-hr/week employee; 2.67 for a 30-hr/week employee).

Beginning of 4th year through 5th year of continuous employment: maximum of 12 vacation days total, accrual rate is 3.69/2.77 hours per pay period (3.69 for a 40-hr/week employee; 2.77 for a 30-hr/week employee.)

Beginning of 6th year of continuous employment: maximum of 15 vacations days total, accrual rate is 4.62/3.46 hours per pay period (4.62 for a 40-hr/week employee; 3.46 for a 30-hr/week employee).



Employees may carry over any accrued and unused vacation hours, up to a maximum of 1.5 times their annual accrual bank. Once they reach this cap they will stop accruing additional vacation time. For more information see the section titled “Holidays During Vacation.”

Scheduling a Vacation

Vacation requests are to be submitted for approval, in writing, to the Supervisor at least 20 days in advance of the desired vacation time in order to determine staffing requirements and allow scheduling of coverage. Employees may not take more than two weeks or ten days of vacation at a time without the approval of the Supervisor. The Company will make every effort to accommodate vacation requests. All vacation must be taken in minimum increments of 1-day.

Vacation requests will generally be approved in the order they are submitted. If a conflict arises between two employees requesting the same dates for vacation, priority will be based on what management determines to be in the best interest of the Company, and may consider workload, length of service, available resources, among other considerations.

Holidays during a Vacation

If a Company-observed holiday occurs during a scheduled vacation and employees are otherwise eligible for holiday pay, such employees will be paid for the holiday rather than a vacation day and will be expected to return to work on the date originally authorized by their manager.

Employees may carry over any accrued and unused vacation up to a maximum of 1.5 their annual accrual bank. Once this cap is reached, vacation will stop accruing. After the employee uses vacation time, and their vacation “bank” is below the accrual cap, vacation accrual will begin during the next pay period at the rate indicate.

Vacation time is to be used for rest, relaxation, appointments and personal business. Vacation pay will be based on the employee’s base pay rate in effect at the time such is taken. The determined rate is exclusive of overtime or any special forms of compensation such as incentives, commissions, or bonuses. Payment for vacation will be made on an employee’s regularly scheduled payday.

Vacation is a benefit given to employees so that they are better able to perform their jobs when they return. For this reason, we do not permit employees to take pay in lieu of time off. No cash payments will be allowed in lieu of time off, except in case of termination. In the event of termination, vacation benefits will be pro-rated and included



in the terminated employee's final paycheck. If no hours are in the Vacation bank, ACI is not required to pay for the time off, vacation, or otherwise.

Sick Leave and Eligibility

Sick leave is to be used for absences due to medical or doctor appointments, personal illness or injury, specific legally protected absences such as time off for crime victims, or to attend to an illness of a child, parent, spouse, or domestic partner of the employee. It may not be used for a "vacation day; however, vacation days may be used for "Sick." Employees who are absent for three or more consecutive days due to illness or injury may be required to submit a health care provider's certification to substantiate the use of sick leave.

In addition, before an employee may return to work, the Company may require a health care provider's written certification that the employee is capable of resuming his/her job responsibilities. Employees are not expected to disclose any diagnosis or confidential medical information, but any material misrepresentations regarding the use of sick leave may result in corrective action, up to and including termination.

If no hours are in the Sick bank and sick days are taken, ACI employees have the option of using vacation hours taking "unpaid" time.

Note: Vacation hours may be used towards sick time; sick time cannot be used towards vacation.

Eligibility

For an employee to be eligible for sick leave they must be considered regular full-time employees who work at least 24 hours per week.

Employees begin accruing sick leave benefits immediately.

Full Time Employees Accrual Rate:

Up to 10 sick days may be accrued per year. The accrual rate 3.08 hours for a 40-hour employee; 2.31 hours for 30-hour employee; and 1.85 hours for a 24-hour employee, per pay period.

Sick pay will stop accruing after reaching 20 days or 160 hours. Unused sick days will roll over to the following year.

All accruals are based on straight time only (8 hour workday)
Sick leave is paid at the employee's regular, current rate of pay.



Unused sick leave is NOT PAID upon termination.

Bereavement

Bereavement will be allotted to a full-time employee for an annual total of 3 days (24 hours). Bereavement will be used only for an immediate family member, i.e., spouse, domestic partner, child, a parent, a sibling, a grandparent.



Employee Handbook Receipt and Acknowledgment

Please initial at each line and sign below

This is to acknowledge that I have received a copy of AbbeySide Construction, Inc., Employee and Benefits Handbook.

_____ This handbook sets forth the terms and conditions of my employment with the Company as well as the rights, duties, responsibilities and obligations of my employment with the Company.

_____ I understand and agree that it is my responsibility to read and familiarize myself with all of the provisions of the handbook.

_____ I understand that the Company reserves the right to amend, modify, rescind, delete, or supplement or add provisions to this handbook as it deems appropriate and to be in compliance with any state or federal laws and will do so in writing.

_____ Nothing in this handbook creates or is intended to create or be construed as a promise of continued employment and I understand that my employment is "at-will."

My signature below certifies that I understand the foregoing statements.

Print Name:

Employee Signature:

Date: _____