



UPPER RIVER SERVICES

Employee Handbook



INTRODUCTION 1

- ABOUT THIS HANDBOOK 1
- NATURE OF EMPLOYMENT RELATIONSHIP 2
- EQUAL EMPLOYMENT OPPORTUNITY 2
- NON-HARASSMENT POLICY 2
- DISABILITY ACCOMMODATION 4
- CONFIDENTIAL COMPANY INFORMATION 5
- CONFIDENTIAL EMPLOYEE INFORMATION 5
- CONFLICT OF INTEREST 5

GENERAL EMPLOYMENT INFORMATION 6

- EMPLOYEE CLASSIFICATIONS 6
- HOURS OF OPERATION 6
- OPEN DOOR POLICY 6
- COMPANY HOLIDAYS 7
- REST BREAK PERIODS AND LUNCH 7
- PREGNANCY ACCOMMODATIONS 7
- SEASONAL LAYOFF 8
- MEDICAL EXAMINATIONS 8
- SUBSTANCE USE AND ABUSE 8
- ATTENDANCE 9
- BOOTS AND SAFETY GEAR 10

COMPENSATION 10

- GENERAL COMPENSATION INFORMATION 10
- TIME CLOCKS AND TIME CARDS 11
- OVERTIME 11
- PAYROLL DEDUCTIONS 11
- PAYROLL REIMBURSEMENTS 11

STANDARDS OF CONDUCT 12

- CODE OF CONDUCT 12
- PERSONAL APPEARANCE 12
- SMOKING 12
- FRAUD PREVENTION 12
- FALSE INFORMATION AND CLAIMS 13

SAFETY AND SECURITY 13

- CORPORATE SAFETY STATEMENT 13
- COMPANY VEHICLES 14
- WORKPLACE VIOLENCE 14
- VISITORS 15
- SECURITY IDENTIFICATION BADGE 15

ELECTRONIC COMMUNICATION 15

- ELECTRONIC COMMUNICATION DEVICES 15
- SOCIAL MEDIA 16
- USE OF COMPANY EMAIL SYSTEMS 16
- CODE OF CONDUCT FOR ELECTRONIC COMMUNICATIONS 17
- USE OF WIRELESS COMMUNICATION DEVICES WHILE DRIVING 17

BENEFITS 18

- BENEFIT PLANS 18
- CONTINUATION OF COVERAGE (COBRA) 18

401(K) RETIREMENT PLAN	18
EMPLOYEE ASSISTANCE PROGRAM	18
PAID TIME OFF	18
EARNED SICK AND SAFE TIME EMPLOYEE NOTICE	19
LEAVE OF ABSENCE.....	21
LEAVES OF ABSENCE	21
FAMILY AND MEDICAL LEAVE OF ABSENCE	21
JURY DUTY	23
MILITARY LEAVE	23
PARENTAL LEAVE OF ABSENCE.....	23
CHILD RELATED ACTIVITIES.....	23
VOTING.....	24
LEAVE OF ABSENCE TIME LIMITATIONS AND IMPACT UPON EMPLOYEE BENEFITS.....	24
PROGRESSIVE DISCIPLINE AND TERMINATION	24
PROGRESSIVE DISCIPLINE.....	24
TERMINATION	25

Introduction

About This Handbook

This employee handbook was prepared as a guide to help you become more familiar with our standard of employment at Upper River Services (“Company”). It establishes what the Company expects of you as an employee and what you can expect from the Company as your employer.

We ask that you familiarize yourself with each section of this handbook and we also ask that you adhere to the policies and procedures outlined herein. Violation of these policies and procedures may result in disciplinary action that could include termination of employment. Please direct any questions you may have your manager, a human resources representative, or the President of the Company.

The term “Manager” used throughout this handbook is intended as a generic term for the person who gives you work direction. Manager includes, but is not limited to: vessel operators, department managers, and office personnel. The term “Company” used throughout this handbook refers specifically and exclusively to Upper River Services.

The policies and procedures contained in this handbook supersede any and all prior oral or written representations or statements regarding personnel policies, practices and procedures. The policies and procedures contained in this handbook are as complete as reasonably possible; however, may not be comprehensive. To ensure appropriate responsiveness to evolving situations, the Company’s Management Team reserves the right to edit this handbook by adding to, revising, or eliminating any existing policies, practices and procedures with or without prior notice.

Nature of Employment Relationship

This Handbook does not represent any commitment of employment and it does not create any, implied or express, employment contractual rights. Unless expressly modified by a written agreement, employment with Upper River Services is a voluntary employment at will relationship for no definite period of time. This means that your employment is for an indefinite period of time and it is subject to terminated by you or the Company with or without cause with or without notice, and at any time. Nothing in this handbook will be interpreted to be in conflict with or to eliminate or modify in any way, the at-will employment status of Upper River Services' employees or to be a guarantee of any benefit.

The Company may unilaterally, in its discretion, amend, supplement, modify or eliminate one of more of the benefits, work guidelines or policies, with or without prior notice.

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

Equal Employment Opportunity

The Company is an equal opportunity employer and believes in equal opportunity for all employees and applicants. 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, membership or activity in a local human rights commission, complaining in good faith to the Company or a public authority, or any other characteristic protected under local, state, or federal statute, ordinance, or regulations. 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.

Accordingly, this policy applies to all aspects of an employee's employment with the company including advertising, recruitment, selection, hiring, placement, promotion, demotion, transfer, discipline, compensation, benefits, training, workforce reduction (layoffs and/or terminations), and other personnel actions involving persons in all job titles. No individual will be denied nor receive special employment opportunities based on membership status in any protected category. All employees and applicants are responsible for understanding, adhering to, and strictly enforcing this policy.

If you believe that you have been unlawfully discriminated against, you must bring this to the attention of your manager or a human resources representative as soon as practicable. Employees may bring complaints, ask questions, and raise concerns under this policy without fear of reprisal.

Non-Harassment Policy

The Company is committed to providing a work environment that is free of unlawful discrimination. This policy includes the prohibition of harassment based upon any of the characteristics listed in our Equal Employment Opportunity Policy above. Many harassment situations in the work environment involve sexual harassment; however, complaints alleging harassment based upon any other protected characteristics will be handled in the same manner as complaints alleging sexual harassment. The "work environment" includes all of the Company's property, premises, and any 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. All employees are responsible for understanding, adhering to, and strictly enforcing this policy.

“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.

“Harassment” is defined as unwelcome and offensive conduct based upon any of the characteristics listed in our Equal Employment Opportunity Policy that may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance.

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

1. Tell the harasser to stop, if you feel comfortable doing so;
2. Make a record and immediately report the incident to your manager or a human resources representative
3. If the conduct continues, immediately report the continuation of the conduct 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 or 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 a violation of this policy.

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. An 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 complain or report. The investigation may also include any other lawful methods deemed pertinent by the investigator. The Company may take immediate steps, at its discretion, to protect the complainant, witnesses, or other employees pending completion of an investigation.

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 will 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 manager or, if the conduct involves your manager, a human resources representative within ten (10) days of the offending conduct. Additionally, any Manager who observes retaliatory conduct must report the conduct to a human resources representative so that an investigation can be made and corrective action taken, if appropriate.

The Company may take appropriate action it deems necessary in response to complaints which are confirmed by investigation or for other violations of this policy. If investigations into employee allegations reveal other people were discriminated against and/or harassed, corrective actions will extend to all affected parties. Such action may include discipline which may include: verbal or written warnings; 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.

Disability Accommodation

In accordance with the ADA, the Company does not discriminate against qualified individuals on the basis of disability. We are committed to providing equal employment opportunities and an inclusive, accessible work environment for all employees and applicants. This includes providing reasonable accommodations to qualified individuals with disabilities, unless doing so would cause undue hardship to the Company.

The Company prohibits discrimination against individuals with disabilities in all areas of employment, including: recruitment, hiring, and promotion practices; compensation and benefits; training and development opportunities; job assignments and performance evaluations; and termination and other employment decisions.

The Company is committed to providing reasonable accommodations to qualified individuals with disabilities to enable them to perform the essential functions of their job, participate in the application process, or enjoy equal benefits and privileges of employment. Reasonable accommodations may include, but are not limited to: modifications to the work environment or job duties; provision of assistive devices or technologies; changes in work schedules or procedures; and/or modified training materials or procedures.

Employees or applicants who believe they need a reasonable accommodation to perform the essential functions of their job or participate in the application process should submit a request to a human resources representative. Requests can be made verbally or in writing. All requests will be handled in a timely and confidential manner. When an accommodation request is made, the company will engage in an interactive process with the employee or applicant to understand the nature of the disability, the requested accommodation, and how it may impact the essential functions of the job. The Company will make every effort to provide an accommodation that is effective and reasonable, considering the needs of the individual and the operational requirements of the job. While the Company is committed to providing reasonable accommodations, the company is not required to provide accommodations that would cause undue hardship. Undue hardship may be determined by factors such as: the cost of the accommodation; the impact on the operations of the business; and/or the size and resources of the company. If a requested accommodation would create an undue hardship, the Company will work with the individual to identify alternative accommodations.

Any medical information related to a disability or accommodation request will be kept confidential, except as required or permitted by law. Information about an individual's disability will only be shared with those who need to know in order to process the accommodation request or comply with applicable legal requirements.

The Company will comply with all applicable federal, state, and local laws regarding the rights of individuals with disabilities. This includes the Americans with Disabilities Act, the Rehabilitation Act of 1973, and any other relevant legislation.

Confidential Company Information

All Company and customer information is strictly confidential. While employed at the Company, or thereafter, you may not copy, discuss or distribute any confidential Company or customer information that comes into your possession as a result of your employment. Everyone is responsible for safeguarding confidential Company and customer information.

Any financial information or future plans of the Company that may be shared with or given to you are strictly confidential and should not be repeated or reproduced in any way, shape or form.

Requests for confidential information from any external source should be referred to the President or other member of executive management. If in doubt as to whether any information or material is confidential, you must ask the President or other member of executive management prior to such disclosure.

Unauthorized release, repeat, or reproduction of any confidential information will be viewed as a serious violation of policy. Violation of this policy may result in disciplinary action up to and including termination in addition to possible legal action.

Confidential Employee Information

The Company considers information maintained in any personnel file, physical or electronic, strictly confidential. All information is gathered and maintained in a manner consistent with state and federal laws and regulations.

Personnel files are the property of the Company and access to personnel files is monitored. You have the right to review your personnel file. Please submit a written request to the Human Resources department in the event you'd like to review your personnel file. A human resources representative will be present when you review your records. Copies of documents in the personnel file are available upon request. Third party access to confidential employee information will only be granted if it is either legally required or if the employee expressly authorizes such disclosure.

Conflict of Interest

Employees are expected to regulate their actions and behaviors to avoid a conflict of interest. Employees should conduct all business transactions with customers in an honest and respectful manner. Employees should never accept anything of value from anyone doing business or seeking to do business with the Company for any type of favorable treatment or advantage. Some examples of conduct that may constitute a conflict of interest include the acceptance of gifts, entertainment, or other favors from present or prospective customers, competitors or suppliers that go beyond common courtesies generally associated with ethical business practices.

You are also expected to regulate your actions and behaviors to avoid conduct that may intentionally or inadvertently result in loss or embarrassment to the Company; create the appearance of impropriety with respect to the Company; or inappropriately influence Company decisions.

General Employment Information

Employee Classifications

Employee classifications are recognized to make distinctions in scheduling and benefit eligibility. Employee classifications are subject to change at the Company's discretion. The Company's employee classifications include:

Full-Time: An employee who averages at least thirty (30) or more hours a week. Hours may include evenings and weekends. A full-time employee is benefit eligible.

All employees are also defined by either exempt or nonexempt status as defined by the Fair Labor Standards Act (FLSA), as amended, Federal Maritime Law, and applicable state law.

Exempt: Employees who are paid on a salaried basis and whose positions are exempt from the minimum wage, overtime, and certain timekeeping provisions of the FLSA. Exempt employees are paid a pre-determined amount of pay regardless of the number of hours they work each week. Exempt employees are not eligible to receive overtime pay.

Nonexempt: Employees who are paid on an hourly or salaried basis whose positions are not exempt from minimum wage, overtime, and timekeeping provisions of the FLSA. Nonexempt employees are required to receive overtime pay for any hours worked over forty (40) in the defined seven-day work week.

If you are unsure of your employment classification or if you have any other wage payment questions, contact your manager or a human resources representative.

Hours of Operation

The Company's office hours are 8:00 AM – 5:00 PM CST Monday through Friday.

The Company is a seasonal operation. The work week is Sunday through Saturday. Scheduled work days and hours vary depending on the position. Be advised that your scheduled work week and hours are subject to change based on seasonal demand.

In the event of inclement weather, the Company will assess road conditions, weather reports, school closures, and safety concerns to determine whether to close or delay operations. If a decision is made to close the office, employees will be notified via email as soon as possible. If a delayed opening is deemed necessary, employees will be informed of the revised start time. Employees are responsible for checking their email, phone, or other communication platforms regularly for updates regarding work schedules during inclement weather events.

Open Door Policy

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

Job related questions should initially be discussed with your immediate supervisor. If you do not feel that your problem or question is satisfactorily addressed by your immediate supervisor or if you are uncomfortable discussing a particular issue with your immediate supervisor, you are encouraged to contact the next level of management, Human Resources, or any other member of management with whom you feel comfortable.

Company Holidays

You are eligible for holiday pay after sixty (60) calendar days of full-time employment. Eligible employees must be active, not on lay-off, and they must work their normally scheduled shift the day before and the day after the holiday *unless* they have an approved paid leave of absence or PTO scheduled and approved in advance. A holiday may not be carried over into the next calendar year nor is a holiday payable upon layoff status or termination.

The Company is closed in observance of the following nine (9) holidays:

New Year's Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

When a holiday falls on a Saturday, the holiday will generally be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will generally be observed on the following Monday. The executive management team may modify this at any time.

The Company is mindful there may be additional religious observances, not including the abovementioned holidays. Managers will give such occurrences consideration as PTO or time without pay if requested, as scheduling permits.

Rest Break Periods and Lunch

The Company recognizes the need for periodic rest breaks. Employees working a shift of 8 hours or more are entitled to a 30-minute unpaid meal break and are permitted a 10-minute paid rest break for every 4 hours of work. Rest break periods of fifteen (15) minutes or less are paid while meal breaks are unpaid. Rest break periods and a 30-minuted unpaid meal break will be scheduled by your manager. Manager approval is required to skip a 30-minute unpaid meal break. Employees are required to remain on Company premises during their scheduled rest breaks and unpaid meal breaks.

Vessel employees will receive breaks at their manager's discretion. The manager will determine the appropriate number of breaks, the appropriate timing of breaks, and the appropriate length of breaks based on customer demands and schedule availability.

The Company also provides 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. For additional information about your rights related to pregnancy and lactation, please review the "Pregnancy Accommodations" policy.

Pregnancy Accommodations

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. The Company cannot require an employee to take 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. The Company will 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.

Seasonal Layoff

Our business on the Upper Mississippi River experiences fluctuations in demand during the Minnesota winter months. This shutdown is seasonal and occurs annually. A seasonal layoff is a temporary and planned reduction in the workforce that occurs due to a predictable decrease in business activity or demand. The duration of seasonal layoffs may vary but typically last from late November to early March. The seasonal layoff is unpaid by the Company. Employees are encouraged to apply for unemployment benefits during the layoff period through the Minnesota Department of Employment and Economic Development. The Company will make reasonable efforts to contact employees and offer re-employment. Employees who wish to be considered for rehire should keep their contact information up to date and inform human resources of any changes.

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 medical examinations will be conducted at the Company's expense and conducted by a Company-approved facility.

Medical examinations are required annually for shoreside and vessel employees when returning to work for the navigation season. The annual medical examination is conducted to determine an employee's physical ability to perform essential job functions. Pre-employment medical 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. All medical results and information collected during medical examinations are confidential.

Substance Use and Abuse

The Company is committed to maintaining a safe, healthy, and efficient working environment for all 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 Company property, at the Company's work sites, or in Company automobiles is strictly prohibited. These activities threaten everyone's safety and the success of the Company's operations.

Alcohol: Consumption of alcohol on Company property (including Company parking lots), within Company automobiles, Company vessels, Company equipment, or any project or job site is strictly prohibited.

Drugs: Drugs are defined as (i) illegal controlled substances as defined by Minnesota law; (ii) legal controlled substances that are being used or possessed illegally; or (iii) legal controlled substances that could adversely affect the ability of the employee to perform their job safely. Employees are prohibited from possessing, storing, transferring or using drugs, or reporting for work under the influence. The only limited exception to the prohibition against drugs is prescription drugs used in accordance with a valid prescription. An employee who is taking any drug or medication that may affect their

ability to work safely, or could reasonably impair their job performance, is responsible for informing Human Resources before beginning work. Employees will be subject to disciplinary action up to and including termination if such notice is not provided. An employee who is deemed incapable of working safely or performing their job duties will not be permitted to work.

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 property or a customer's property; or (iv) operating a Company automobile, Company machinery or equipment. An employee who is deemed incapable of working safely or performing their job duties will not be permitted to work.

The Company has established two drug and alcohol policies: one all employee policy and one Department of Transportation (DOT) regulated employee policy. The goal of the drug and alcohol policies is to ensure a safe and drug-free work place. Each policy (all employee and DOT regulated) is available on the company website. A printed copy can be made available upon request. Compliance with the Company's drug and alcohol policies is a condition of employment for all employees.

The Company's drug and alcohol policies are enforced consistent with all applicable state and federal laws.

Attendance

Regular and reliable attendance is a critical to maintaining a productive and efficient work environment. The success of Upper River Services depends on the dedication and commitment of all employees to their roles and responsibilities. Employees are expected to report to work as scheduled and on time. In the event that an employee is unable to attend work as scheduled, it is the employee's responsibility to notify their supervisor and/or manager as soon as possible. This policy outlines expectations regarding attendance and procedures for notifying supervisors in the event of an absence.

Reporting Absences: Employees are required to notify their immediate supervisor or manager of any absence as soon as possible, but no later than one (1) hour before the start of their scheduled shift. In the case of an emergency, employees should notify their immediate supervisor or manager as soon as practicable. Notification should be provided via phone call to ensure proper documentation of the absence. For absences of more than three (3) consecutive days, employees may be asked to provide documentation from a healthcare provider or other relevant documentation upon their return to work.

Tardiness: Employees are expected to arrive at work on time. Tardiness will be monitored and recorded. Frequent tardiness may result in corrective action, as it impacts the employee's performance and the crews. In cases where tardiness is unavoidable due to personal emergencies or unexpected circumstances, employees should notify their immediate supervisor or manager promptly.

Discipline for Poor Attendance: Attendance problems, including repeated tardiness or unapproved absences, may result in progressive discipline, starting with a verbal warning and escalating through written warnings, suspensions, and ultimately termination if attendance does not improve. Employees who are unable to meet attendance expectations due to a disability, medical conditions, or other protected reason may be entitled to reasonable accommodations under the Americans with Disabilities Act (ADA) or other applicable laws.

Employee Responsibilities:

- Be proactive in communicating with your immediate supervisor or manager about attendance issues
- Use available leave in accordance with company policies and applicable laws

Upper River Services is committed to fostering a positive, supportive work environment and expects employees to be reliable and conscientious in their attendance. We recognize that life events and unforeseen circumstances can affect attendance and we are dedicated to working with employees to address these situations in a fair and equitable manner.

Boots and Safety Gear

Each navigation season Upper River Services will provide returning employees:

1. One (1) pair of approved safety boots;
AND
2. \$250.00 towards a second pair of approved safety boots
OR
3. A \$250.00 reimbursement for safety gear

A new hire is eligible for the \$250.00 reimbursement after sixty (60) days of employment.

Safety Boots

Upper River Services has partnered with Red Wing Boots to provide your safety boots. We use the Red Wing store located at 2012 South Robert Street, West St. Paul, MN 55118. You are able to make a boot selection from the Upper River approved list of boots. **All boots must be:**

1. Steel Toe
2. At least eight (8") inches tall

Apparel Reimbursement

An employee who opts for a safety gear reimbursement must submit a request via email to the Crew Manager, prior to purchase, for approval. Once the request has been approved, the employee must submit itemized receipts for a payroll reimbursement. This payroll reimbursement will be paid on the immediate payroll following the reimbursement submission. Upper River Services has partnered with Minnesota Glove & Safety & Bob's Workwear to offer all Upper River employees a ten (10%) discount. Minnesota Glove & Safety & Bob's Workwear is located at 203 Marie Avenue East, West St. Paul, MN 55118.

Compensation

General Compensation Information

The Company's pay period starts on Sunday and ends on Saturday. Payroll is processed weekly and direct deposits are made on Friday. Direct deposit is the Company's preferred payment method. If an employee does not elect direct deposit, checks are mailed via standard United States Postal Service to the address on file. Physical checks are **not** made available for pick up.

The Company is committed to providing all employees with clear and comprehensive information about their wages, hours, and employment terms. This ensures transparency and compliance with federal and state labor laws. Employees will receive a Wage Notice Statement upon hire and any time there is a change to the terms of their employment that affects the information provided in the notice. Additionally, employees will receive weekly earning statements detailing their earnings and deductions for each pay period. Weekly earning statements are available electronically in iSolved.

Any employee who believes that they have not been paid correctly must immediately make a report to a human resources representative. The Company will investigate any such claims and adjust any pay errors accordingly.

Time Clocks and Time Cards

The Company uses electronic iSolved time clocks to record hours worked. Electronic time clocks are located on the Wharf Barge, the Ohio, Pigs Eye break room, and the main office shop. Employees are required to clock in and clock out using their Company issued employee identification card. Employees must notify their manager immediately if they are unable to clock in or clock out for any reason. Employees are not permitted to clock in more than five (5) minutes before their scheduled start time and should clock out if they leave Company property for any non-work-related reason.

In addition to utilizing the electronic iSolved time clocks, shoreside employees are expected to keep detailed records of hours worked each day on a time card. Time cards can be found in the break room on the Wharf Barge and the break room at Pigs Eye. Employees are expected to write legibly and review their time card daily for accuracy.

YOU ARE THE ONLY PERSON WHO CAN MODIFY YOUR TIME CARD. CLOCKING IN, CLOCKING OUT, FALSIFYING TIME, OR SIGNING ANOTHER EMPLOYEE'S TIME CARD IS TIME CARD FRAUD AND MAY RESULT IN DISCIPLINARY ACTION THAT COULD INCLUDE TERMINATION.

Shoreside employees are required to review and sign their time card at the end of each week and submit their time cards to their manager for review and approval. Managers will review and verify all electronically recorded time and physical time cards prior to submission to the payroll department.

Overtime

Overtime will be paid at the rate of one and one-half times for all hours worked in excess of 40 hours per work week for shoreside hourly non-exempt employees and for all hours worked in excess of 8 hours per day for vessel hourly exempt employees. Overtime is based on actual hours worked; holidays, paid time off, workers' compensation or other leave, or any other absence will not be considered "hours worked" for purposes of overtime calculations.

Payroll Deductions

Payroll deductions for federal and state income tax, FICA, and Medicare will be automatically deducted based on an employee's W-4 form elections. W-4 form elections can be updated in iSolved at any time. Other payroll deductions required or permitted by law, including but not limited to: insurance benefit premiums, garnishments, child support orders, safety gear deductions, replacement identification badges, voluntary gear or equipment purchases, will also be made accordingly.

Payroll Reimbursements

All payroll reimbursements must be approved by your department Manager. Purchase reimbursements must be submitted for approval no later than ten (10) days after the expense is incurred. An employee seeking a payroll reimbursement should submit itemized receipts with their reimbursement request. The approved payroll reimbursement will be paid on the immediate payroll following the reimbursement approval.

Standards of Conduct

Code of Conduct

The Company is committed to fostering a positive, respectful, and professional environment where all employees can thrive. The Company expects every employee to: conduct themselves with honesty and transparency in all business activities; treat other employees, customers, and visitors with dignity, fairness, and inclusion; comply with all applicable local, state, and federal laws and Company policies; safeguard confidential information; use Company resources responsibly; take responsibility for their actions; and report any unethical behavior or policy violations.

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 will be subject to disciplinary action, up to and including termination.

Personal Appearance

The Company strives to maintain a workplace environment that is well functioning and free from unnecessary distractions and annoyances. As part of that effort, the Company requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed.

An untidy or offensive appearance and /or body odor will not be tolerated and will result in disciplinary action. Cleanliness and an acceptable personal appearance are an ongoing requirement of employment.

Smoking

It is the Company's policy is to promote good health among employees as well as to maintain a safe and healthy working environment. Consistent with the Minnesota Clean Indoor Air Act, and more specifically the Freedom to Breathe provisions, smoking is strictly prohibited inside any Company facility, equipment, and/or vehicles.¹ For purposes of this policy, smoking includes lighting, smoking, or carrying a lighted tobacco cigarette, tobacco cigar or pipe, and the use of any electronic smoking device.

Smoking of tobacco products is permitted outside. All cigarette butts must be disposed of in the provided cigarette butt waste receptacles. Under no circumstances are cigarette butts to be disposed of on the ground or in the river.

Fraud Prevention

The Company takes a zero-tolerance approach to fraud and unethical behavior, recognizing that fraudulent actions undermine trust, damage the Company's reputation, and can have serious legal consequences.

Fraud is defined as any deliberate act or omission intended to deceive or mislead others for personal or financial gain. This includes, but is not limited to: falsifying records, misappropriating and/or misusing Company funds or assets, unauthorized purchasing, providing false information or documents, authorizing or receiving payment for hours not worked, and engaging in any other dishonest or illegal conduct.

All employees have a responsibility to act honestly and with integrity. Fraudulent behavior, whether in direct involvement or through willful ignorance, will not be tolerated. Employees are expected to:

¹ The Clean Indoor Air Act defines an "Indoor Area" as "all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed." Furthermore, a wall "includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent."

1. Refrain from any form of fraudulent activity.
2. Report any suspected fraudulent activities or unethical behavior to management or through the Company's designated reporting channels.
3. Cooperate fully with any investigations into suspected fraud or wrongdoing.

Employees are encouraged to report any suspicions of fraud or unethical behavior promptly and in good faith. Reports can be made to your manager or a human resources representative. The Company values honesty, integrity, and transparency. The Company is committed to fostering a workplace where employees feel safe, respected, and empowered to report unethical behavior without fear of retaliation of any kind.

Any employee found to be involved in fraudulent activities will be subject to disciplinary action, up to and including termination. Additionally, legal action may be pursued, and employees found guilty of committing fraud could be subject to civil and/or criminal penalties.

False Information and Claims

The Company will not pay medical, income replacement or other benefits for injuries or sicknesses resulting from other employment, 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 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.

Safety and Security

Corporate Safety Statement

Safety is a condition of employment, which is why the Company places the general safety and welfare of its employees at the forefront. Each employee is a vital part of the Company's operation and the Company expects each employee to make accident prevention and safety an integral part of their routine. The Company has developed extensive rules emphasizing the importance of workplace safety for vessel and shoreside employees.

A copy of the Vessel Operations Manual and Shipyard Operations Manual can be found on the Sinex website. Safety protocol instructions are also posted at the Pig's Eye location, State Street location and on each Company vessel.

No matter how minor a potential or suspected safety hazard may be, employees have a duty to report the potential or suspected safety hazard to their immediate supervisor or manager. Correcting a safety hazard before an injury occurs is the best way to prevent workplace accidents.

As part of the Company's commitment to safety, it provides each employee with all necessary safety equipment. Please refer to the Safety Gear Agreement for a more position detailed description of the required safety equipment and any applicable replacement policies.

Company Vehicles

Company vehicles are available to support business activities only and are to be used only by qualified and authorized employees. No unauthorized personnel are allowed to ride in Company vehicles. Using a Company vehicle is a privilege, not a right; a violation of this policy may result in disciplinary action.

Employees operating a Company vehicle will not possess, store, transfer or consume alcoholic beverages, cannabis or drugs, or be under the influence thereof, in motor automobiles 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 person vehicle for Company business purposes. Smoking is strictly prohibited inside Company vehicles.

Company vehicles are to be operated in strict compliance with all motor vehicle and traffic laws of the state of Minnesota or with the state the Company vehicle is being operated. Employees operating a Company vehicle must always have, in their possession, a current valid driver's license. Employees will notify the dispatch office immediately in the event their driver's license is suspended or revoked. Any moving and/or parking violation is the responsibility of and will be paid by the driver of the Company vehicle.

Employees must check Company vehicles and equipment before use for fluid levels and leaks, tire and belt condition and other potential safety or maintenance items. Each and every trip made in a Company vehicle must be recorded completely on the Mileage Log and signed by the driver. Drivers are responsible for the security of the Company vehicle they are operating. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended. If a Company vehicle breaks down, do not abandon the vehicle. Contact the dispatch office immediately for instruction.

In the event of an accident:

1. Call for medical aid if necessary
2. Call the police; all accidents, regardless of severity, must be reported to the police
3. Record the other party's information including: name of other driver; license number; license plate number and make and model of vehicle; and driver's insurance company and policy number
4. Provide the other party with your name, address, driver's license number, and insurance information
5. Report the accident to the dispatch office and provide a written description detailing the accident as soon as practicable

Do not discuss the accident with anyone at the scene except the police. Do not accept any responsibility for the accident or volunteer information. Do not argue with anyone.

Workplace Violence

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 the workplace or involving the Company's employees, vendors, customers, or other business partners will not be tolerated; all reports of incidents will be taken seriously and dealt with appropriately. Individuals who commit such acts may be removed from the property and may be subject to disciplinary action up to and including termination, criminal penalties or both.

Employees are responsible for reporting any acts or threats of violence they have witnessed, received, or been told that another person has witnessed or received to their immediate supervisor or manager. Even without an act or threat of

violence, employees are encouraged to 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 Company property or is connected to Company employment.

In support of this policy, the Company also establishes a no weapons policy. No employee, visitor, guest, vendor or anyone else dealing with the Company in the course of business may possess, transport or use a weapon of any kind while on Company property or at any Company sponsored event. The only exception to the rule is in the case of a firearm in an employee's personal automobile for which the individual has a state issued carry permit. Company automobiles may not be used to transport weapons. Weapons include firearms, knives, explosives or any device which is likely to produce bodily harm and which the Company, at its discretion, deems dangerous. Company issued knives are not prohibited by this policy.

Visitors

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

Security Identification Badge

Each employee at Upper River Services will receive one (1) identification badge, free of cost, with their photo, name, employee identification number, and position.

This identification badge is needed to swipe in and swipe out on our time clocks, which ensures proper payroll processing. This identification badge is also your electronic key to enter secured Upper River property.

If your identification badge is lost or stolen you must report it to your immediate supervisor or a human resources representative. You will receive a replacement badge when you report a lost or stolen identification badge. A replacement badge, issued for any reason, will cost twenty-five (\$25) dollars and will be deducted from the immediate payroll following the replacement issuance.

The identification badge is the sole property of Upper River Services and must be returned to the office when employment is terminated.

Electronic Communication

Electronic Communication Devices

This policy governs access and use of the Company's computer, computer communication, Internet, Intranet, email, voicemail, facsimile, cell phone and other communication devices (referred to through this policy as "Company Electronic Device"), and all similar employee personal electronic devices (referred to through this policy as "Personal Electronic Device"). This policy applies to all Company employees and non-employees 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 and 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 and possible civil and/or criminal prosecution.

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 expressly approved by your manager. The Company is not responsible for the loss of or damage to any Personal Electronic Device.

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, documents, 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.

The use of Company or Personal Electronic Devices while driving is strictly prohibited except as expressly set forth in the policy on Use of Wireless Communication While Driving.

Social Media

The Company prohibits employee use of social media during working hours, except for employees who are authorized to engage in social media use on behalf of or for the Company. 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

All employees are issued a Company email address. The Company's email system is intended to be used principally for authorized business purposes. Employees are expected to regularly monitor and maintain their Company email account. 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 link) 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.

If you are required to regularly use the telephone for Company business, you are expected to conduct yourself politely and professionally. All employees are encouraged to make a conscientious effort in controlling the amount of time spent on each call

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:

1. Are hostile, abusive, foul, offensive, defamatory, pornographic, intimidating, threatening or otherwise inappropriate;
2. Threaten, harass, or disparage others based upon any characteristic or activity protected under federal, state or local law;
3. Constitute or relate to unwelcome sexual advances, requests for sexual favors, sexual flirtation or other conduct of a sexual nature;
4. Disclose confidential, trade secret or proprietary information, including protected health information, concerning the Company, or its employees, its customers, vendors or business partners to any third party, except as required for performance of the employee's official duties in the course of their employment;
5. Solicit, advocate or respond to solicitation or advocacy which is not directly associated with Company business during working time;
6. May restrict system bandwidth or lines available or reduce business availability;
7. Are beyond the scope of their authorization or that misappropriate or misuse Company information;
8. State a position on the Company's behalf or otherwise communicate on behalf of the Company without prior written Company authorization;
9. Link any blog, webpage, or website to the website of the Company without prior written approval; or
10. Install, transfer or download outside electronic data, programs or components onto the Company's media systems or from the Company's media system onto the employee's personal media systems without express written approval.

Use of Wireless Communication Devices while Driving

Employees are prohibited from operating a Company Electronic Device or Personal Electronic Device including, but not limited to, a cell phone, while driving a Company vehicle or personal vehicle for Company business. All wireless communication devices must be turned off or switched to silent mode while employees are driving. If communication is necessary before arrival at a destination, employees are required to pull over to a safe location and park before using their wireless communication device.

Alternatively, legal hands-free technology that has been preapproved by the Company 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 resulting from such actions.

Benefits

Benefit Plans

The Company is proud to offer a comprehensive benefit package including medical insurance, health savings account, dental insurance, vision insurance, life insurance (basic and supplemental), long-term disability insurance and accidental death and dismemberment protection. You are eligible for Company benefits on the 1st day of the month following sixty (60) days of employment where you have averaged at least thirty (30) hours of work per week. Subject to the specific terms of the applicable benefit plan, eligible employees may make their benefit elections thirty (30) days prior to their eligibility date. Benefit enrollment is not automatic. All benefit elections must be made in iSolved.

Please be advised that insurance information and availability and/or premium costs may change from time to time. The Company reserves the right to add, modify, or terminate any part of the benefit program, benefit program availability, and/or premium allocation.

When you become benefit eligible, you will be provided with the current benefit manual and premiums and all necessary plan documents. Please direct any questions you may have to a human resources representative.

Continuation of Coverage (COBRA)

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), employees, their spouses, and dependent children have the right to continue group health insurance coverage in the event of certain qualifying events. COBRA gives individuals and their families the opportunity to maintain health coverage for a limited period after they would otherwise lose coverage under the Company's group health plan. The cost of COBRA coverage is the responsibility of the employee and their dependents.

401(k) Retirement Plan

The Company offers a 401(k)-retirement savings plan. To be eligible to join the Company 401(k) program, you must be eighteen (18) years of age or older and **not** eligible for the Defined Contribution Central Pension Fund. Enrollment in the 401(k)-retirement savings plan is not automatic. All 401(k) retirement elections must be made at 401k.com. Please direct any questions or requests for additional information that you may have to a human resources representative.

Employee Assistance Program

The Company strives to provide meaningful assistance to an employee struggling with personal concerns that may affect their job performance. This assistance is available not only for employees but also for their immediate family members.

An employee may seek assistance for drug and alcohol related problems; marital concerns; financial concerns; emotional struggles and any other personal or job-related difficulties that they feel adversely impact their job performance. The employee assistance program focuses on identifying the appropriate resources to assist an employee in recovery.

Please direct any questions you may have about the Company employee assistance program to a human resources representative.

Paid Time Off

The Company's paid time off (PTO) policy provides employees with a single and flexible paid time off program that addresses the varying needs of employees to take vacation time, attend to employee and/or family illness and other

personal matters while meeting the Company's need to effectively conduct business and meet customer needs and expectations. All employees who work at least eighty (80) hours in a calendar year are eligible for PTO.

Employees with Less than One (1) Year of Service: New hires accrue one (1) hour of PTO for every thirty (30) hours worked with a maximum accrual of forty-eight (48) hours in their first season. Carryover of this accrued time is not permitted. PTO is paid at the employee's regular straight-time rate.

Employees with One (1) or More Years of Service: Returning employees receive a years-of-service balance upload. Carryover of this accrued time is not permitted. PTO is paid at the employee's regular straight-time rate.

Employees may use PTO as it becomes available. Employees may use PTO for vacation, illness, and other personal and familial needs. PTO may also be used for time off related to:

- 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;
- 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; and
- Making funeral arrangements, attending a funeral service or memorial or addressing financial or legal matters that arise after the death of a family member.

All PTO requests should be submitted using iSolved for review. Except in unforeseeable emergencies, PTO requests should be scheduled at least seven (7) days in advance with the employee's immediate supervisor or manager. The Company reserves the right to deny PTO requests or reschedule approved PTO in its sole and absolute discretion. In certain circumstances, such as unforeseeable emergency PTO usage of more than three (3) days, the Company may request reasonable documentation substantiating the need for the leave. Employees should notify the Company as soon as possible when seeking to use PTO in emergency situations.

Available PTO must be used for all full or partial day absences including FMLA Leave, Parental Leave, Child Related Activity Leave, and other personal leave. Once PTO hours are exhausted, employees may request unpaid time off (UTO). UTO requests should be submitted using iSolved for review. UTO may be granted at the Company's discretion based on operational needs and other factors.

Excessive Absenteeism: Excessive absenteeism (whether paid or unpaid) may be considered a violation of the company's attendance policy. Excessive absenteeism includes patterns of frequent absenteeism, unapproved absences, or failing to follow the proper procedures for notifying the Company of an absence. Employees who have excessive absenteeism or fail to follow the notification procedures may be subject to disciplinary action.

PTO and Termination: Available PTO will not be paid out upon termination. If an employee is rehired within 180 days, any accrued but unused PTO will be reinstated.

Earned Sick and Safe Time Employee Notice

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 (accrual method) or at least 48 hours of earned sick and safe time in a year, frontloaded on the first day of the year. A year for purposes of the employee's earned sick and safe time accrual is the calendar year.

At the end of each pay period, employers must provide employees with the number of earned sick and safe time hours used by the employee during the pay period and available for future use. Earned sick and safe time must be paid at the

Leave of Absence

Leaves of Absence

Leaves of absence will only be granted with prior approval to eligible full-time employees. Leaves of absence must be pre-approved and may be granted or denied at the Company's sole discretion. Except where required by law, seasonal, temporary, and part-time 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.

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 parents; 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 employee is not eligible for FMLA if both the employee works at a facility with fewer than 50 employees AND the Company has fewer than a total of 50 employees within 75 road miles of that facility.

An eligible employee is entitled to twenty-six (26) weeks of leave to care for a covered servicemember undergoing medical treatment, recuperation or therapy for a serious illness or injury incurred in the line of duty. A covered servicemember is: (1) a current member of the Armed Forces (including National Guard or Reserves); or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the veteran. If an employee takes leave to care for a covered servicemember, they are entitled to twenty-six (26) weeks of FMLA leave during one twelve (12) month period; however, they are only entitled to a combined total of twenty-six (26) weeks for all leave taken during that twelve (12) month period measured forward from the date of an employee's first FMLA leave to care for the covered servicemember begins. The leave will 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 prevent the qualified family member from participating in school or other daily activities. Subject to certain conditions, continuing treating may be met by: (1) a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a healthcare provider; (2) one (1) 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 healthcare 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. If the employee has available PTO, the employee must use the PTO time for the FMLA leave and such time will count both as FMLA leave and as PTO. The employee will not be granted PTO or other leave grants during the FMLA leave nor will the employee receive holiday pay for any holidays that 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.

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 will continue to be responsible for the employee's portion of the premium, which will 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 will 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 their 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.

When an employee returns from FMLA leave, the employee will be restored to the same position held prior to the leave or to an equivalent position with equivalent employment pay, benefits, and other terms and conditions of employment. The employee will 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. The Company retains the right to recover any unpaid employee portion of group health insurance premiums for the period of the FMLA leave, or any other amounts due to the Company from the employee, upon the employee's return to work.

If the FMLA leave is for the employee's own serious illness, the employee must submit a medical certification to the Company that states that the employee is able to resume work and perform all of the essential duties of their position without restrictions before the employee may be restored to their 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 legal protected and do not affect other discrimination laws or supersede other laws granting greater benefits. Please direct any questions or concerns regarding FMLA leave rights or rights under state or federal law to the Human Resources department.

Jury Duty

If you receive a jury summons from the state or federal courts, you must notify your immediate supervisor or manager as soon as possible and provide a copy of the jury summons. Jury duty leave is unpaid by the Company. Scheduling adjustments will be made to accommodate your civic responsibility; however, you are encouraged to make every reasonable effort to delay jury duty until the months of December, January, and February. Employees are expected to report for work whenever their court schedule permits.

Military Leave

It is the Company's policy to offer reemployment to employees returning from military service in appropriate circumstances. The Company requests as much notice as possible from employees 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 may elect to treat summer training periods as PTO to the extent the employee has available PTO for the period;
3. Employees who elect not to treat military training periods with a National Guard or Military Reserve as PTO will receive unpaid military leave for the period of the training.

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 at the employee's cost. Employees must use any available PTO with PLA under this policy, provided that such use does not increase the twelve (12) weeks of leave available under this policy. Any leave granted under this PLA policy will run concurrently with any similarly qualified leave under the FMLA.

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

An employee returning from PLA leave longer than one (1) month must notify a manager at least two (2) weeks prior to returning from leave to confirm the date of return. Upon returning from PLA leave, the employee will be restored to the same position held prior to the leave or a similar position with comparable duties and hours at the same rate of pay the employee has been receiving when the leave commenced with available pre-leave employment benefits.

Child Related Activities

Employees may take a maximum of sixteen (16) hours of unpaid leave 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 child related activity leave cannot be taken 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 leave so as not to unduly disrupt the Company's operations. Employees may use available PTO for child related activity leave under this policy.

Voting

In compliance with Minnesota state law, the Company allows three (3) consecutive hours of leave during polling hours in order to vote in federal, state or local elections, both primary and general elections.

Most employees should have time available outside of their normal work schedule and will not be eligible to take any additional time off for voting purposes. Employees who do not have time available outside of their normal work schedule should request time off for voting in writing at least two (2) days prior to Election Day.

No deductions will be made from wages or salaries and employees will not be expected to make up the missed work hours. Employees will not be disciplined for taking voting leave or for failing to vote.

Leave of Absence Time Limitations and Impact Upon Employee Benefits

Time spent on a leave of absence of over thirty (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 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 connect 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.

Progressive Discipline and Termination

Progressive Discipline

Progressive discipline is designed to provide employees with a fair opportunity to improve their performance or behavior while maintaining a consistent approach across the organization. The steps outlined before are meant to be applied based on the severity and frequency of the issue, and may be adjusted at the discretion of management depending on the circumstances.

Verbal Warning: A verbal warning is the first step in addressing minor performance or behavioral issues. The immediate supervisor or manager will clearly communicate the issue to the employee; explain the expected behavior or performance standard; provide guidance on how the employee can correct the issue; document the discussion and note the date of the warning. Verbal warnings are not documented in the employee's formal personnel file unless repeated or escalated to the next step.

Written Warning: If the issue is not resolved after a verbal warning or if it is a more serious issue, a written warning may be issued. The written warning will detail the specific issue or violation; cite previous attempts to address the issue (if applicable); clearly define the expectations moving forward; outline the potential consequences of continued failure to meet expectations; be signed by both the employee and the immediate supervisor or manager and placed in the employee's personnel file.

Final Written Warning: A final written warning may be issued if the employee continues to fail to meet performance standards or engage in inappropriate behavior after receiving a written warning. The final written warning will: clearly

document the issue, including prior steps taken; outline the seriousness of the issue and state that further violations may result in termination; provide a final opportunity to improve the behavior or performance; be signed by both the employee and the supervisor and placed in the employee's personnel file.

Suspension: A suspension without pay may be implemented for more serious violations or if prior warnings have not resulted in corrective action. The suspension may be for a specified period of time, and: the employee will be notified in writing of the reason for suspension; the employee will be informed of the expectations for return to work and the consequences of failure to meet those expectations; and the suspension will be documented and placed in the employee's personnel file.

Termination: Termination may occur if: the employee fails to improve performance or correct behavior after progressive discipline steps have been followed; or a serious violation occurs that warrants immediate dismissal; or the employee engages in conduct that undermines the integrity or safety of the workplace. The decision to terminate an employee will be made after careful consideration of the employee's performance history and in consultation with human resources.

While the steps outlined above will generally be followed, the following factors may affect the application of progressive discipline: severity of the violation; employee history; extenuating circumstances; applicable laws and agreements.

Employees are encouraged to provide feedback, offer explanations, or dispute any disciplinary action through the established grievance or appeal process. Employees may request a meeting with their immediate supervisor or human resources to discuss concerns regarding discipline.

Termination

This handbook does not represent any commitment of employment and it does not create any, implied or express, employment contractual rights. Employment with Upper River Services is at-will. This means that your employment is for an indefinite period of time and it is subject to termination by you or the Company, with or without cause, with or without notice, and at any time.

Voluntary Resignation: If you decide to resign from the Company, you are encouraged to give two (2) week notice, at a minimum. Voluntary resignation includes, but is not limited to, the following:

Resignation
Retirement
Disability
Death
Failure to Return to Work

Involuntary Termination: Involuntary termination is termination initiated by the Company.

Terminated employees will receive their final pay by mail or direct deposit on the regularly scheduled payroll following termination unless another form of payment is requested in writing at the time of termination. Terminated employees must return all Company equipment and/or property not owned by the individual and must relinquish access to any and all login information used for Company purposes.

EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGMENT FORM

INTRODUCTION:

ABOUT THIS HANDBOOK

NATURE OF EMPLOYMENT RELATIONSHIP

EQUAL EMPLOYMENT OPPORTUNITY

NON-HARASSMENT POLICY

DISABILITY ACCOMMODATION

CONFIDENTIAL COMPANY INFORMATION

CONFIDENTIAL EMPLOYEE INFORMATION

CONFLICT OF INTEREST

GENERAL EMPLOYMENT INFORMATION

EMPLOYEE CLASSIFICATIONS

HOURS OF OPERATION

OPEN DOOR POLICY

COMPANY HOLIDAYS

REST BREAK PERIODS AND LUNCH

PREGNANCY ACCOMMODATIONS

SEASONAL LAYOFF

MEDICAL EXAMINATIONS

SUBSTANCE USE AND ABUSE

ATTENDANCE

BOOTS AND SAFETY GEAR

COMPENSATION

GENERAL COMPENSATION INFORMATION

TIME CLOCKS AND TIME CARDS

OVERTIME

PAYROLL DEDUCTIONS

PAYROLL REIMBURSEMENTS

STANDARDS OF CONDUCT

CODE OF CONDUCT

PERSONAL APPEARANCE

SMOKING

FRAUD PREVENTION

FALSE INFORMATION AND CLAIMS

SAFETY AND SECURITY

CORPORATE SAFETY STATEMENT

COMPANY VEHICLES

WORKPLACE VIOLENCE

VISITORS

SECURITY IDENTIFICATION BADGE

ELECTRONIC COMMUNICATION

ELECTRONIC COMMUNICATION DEVICES

SOCIAL MEDIA

USE OF COMPANY EMAIL SYSTEMS

CODE OF CONDUCT FOR ELECTRONIC COMMUNICATIONS

USE OF WIRELESS COMMUNICATION DEVICES WHILE DRIVING

BENEFITS

BENEFIT PLANS

CONTINUATION OF COVERAGE (COBRA)

401(K) RETIREMENT PLAN

EMPLOYEE ASSISTANCE PROGRAM

PAID TIME OFF

EARNED SICK AND SAFE TIME EMPLOYEE NOTICE

LEAVE OF ABSENCE

LEAVES OF ABSENCE

FAMILY AND MEDICAL LEAVE OF ABSENCE

JURY DUTY

MILITARY LEAVE

PARENTAL LEAVE OF ABSENCE

CHILD RELATED ACTIVITIES

VOTING

LEAVE OF ABSENCE TIME LIMITATIONS AND IMPACT UPON EMPLOYEE BENEFITS

PROGRESSIVE DISCIPLINE AND TERMINATION

PROGRESSIVE DISCIPLINE

TERMINATION

This is to acknowledge that I have received a copy of the Company's Employee Handbook, which includes all policies described above. I acknowledge that I have read and understand the Employee Handbook and I understand and agree to follow the policies and rules specified therein. I understand that I am responsible for reviewing and understanding any future changes, additions, or deletions to this Employee 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.