

# **Wolf Ridge Construction**

**Employee Handbook**



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**Section 1**

**Introduction**

**1.1 Employee Handbook**

This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of Wolf Ridge Construction ("Company"), of 224 Cedar Street Northeast, New London, Minnesota 56273, and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

### **1.2 Changes in Policy**

Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document, except for the policy of at-will employment as described below. No oral statements or representations can in any way alter the provisions of this Handbook. Nothing in this Handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.

If you are uncertain about any policy or procedure, please check with your manager or human resources.

### **1.3 Employment-At-Will**

Employment with the Company is on an at-will basis unless otherwise specified in a written employment agreement. You can resign at any time, for any reason, with or without notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the CEO, President, or CFO has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the CEO, President, or CFO of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

## **Section 2**

# Employment Policies

## 2.1 Employee Classifications

The following terms are used to describe employees and their employment status:

- (a) Exempt Employees - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Minnesota state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.
  
- (b) Nonexempt Employees - Employees whose positions do not meet specific tests established by the FLSA and Minnesota state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
  
- (c) Full-Time Employees - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
  
- (d) Part-Time Employees - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.

- (e) Temporary Employees - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short-term assignments generally are periods of three months or less, however, such assignments may be extended. All temporary employees are at-will regardless of the anticipated duration of the assignment (see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.
  
- (f) Independent Contractor or Consultant - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to their own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

Each employee will be advised of their status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause and with or without notice.

## **2.2 Equal Employment Opportunity & Americans with Disabilities Act**

It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status, or any other classification protected by applicable local, state, or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline, and termination.

The Company expects all employees to support our equal employment opportunity policy, to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, the Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), the Company provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations if any will help the applicant or employee perform the job.

### **2.3 Confidentiality**

In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information, or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company, and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See also Internet, Email, and Computer Use policy, herein.

### **2.4 Employment of Minors**

The FLSA's child labor provisions, which the Company strictly adheres to, are designed to protect the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum age for employment (14 years for non-agricultural jobs), restricts the hours youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

### **2.5 Employment of Relatives**

The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security, or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these

problems will be present, it will decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security, morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

## **2.6 Introductory Period**

The first 90 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change - the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

## **2.7 Personnel Records and Employee References**

The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact a human resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review their own records in the Company's offices during regular business hours and in the presence of an individual appointed by the Company to maintain the records. You also have the right to obtain a copy of your personnel files, but you may be required to pay for any such copies. You may add your comments to any disputed item in the file.

By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company. Compensation information may also be verified if written authorization is provided by the employee.

## **2.8 Privacy**

The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that Company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

## **2.9 Wage Disclosure Protection**

Under the Minnesota Wage Disclosure Protection law, you have the right to tell any person the amount of your own wages. Your employer cannot retaliate against you for disclosing your own wages. Your remedies under the Wage Disclosure Protection law are to bring a civil action against your employer and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5070 or 1-800-342-5354.

## **2.10 Immigration Law Compliance**

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on the date of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with the Company within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

## **2.11 Political Neutrality**

Maintenance of individual freedom and our political institutions necessitates broad-scale participation by citizens concerning the selection, nomination, and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

## **2.12 Additional Protections for Pregnant Employees**

If you are pregnant, recovering from childbirth, or have a pregnancy-related medical condition, you have the right to breastfeeding accommodations in the workplace.

Under the Providing Urgent Maternal Protections for Nursing Mothers ("PUMP") Act, employers are required to provide:

- (a) Reasonable break time for you to express breast milk for your nursing child as needed; and,
  
- (b) A lactation space, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public.

These accommodations must be provided for one year after the child's birth and be available each time an employee needs them. Additionally, under the Pregnant Workers Fairness Act ("PWFA"), covered employers are required to provide reasonable accommodations to a worker's known limitations related to pregnancy, childbirth, or related medical conditions. Under the PWFA, your employer cannot:

- (a) Require you to accept an accommodation without a discussion about the accommodation between you and your employer;
  
- (b) Deny a job or other employment opportunities to you based on your need for a reasonable accommodation;
  
- (c) Require you to take leave if another reasonable accommodation can be provided that would let you keep working;

- (d) Retaliate against you for reporting or opposing unlawful discrimination under the PWFA or participating in a PWFA proceeding (such as an investigation); or
  
- (e) Interfere with your rights under the PWFA.

For more information regarding your rights under the PUMP Act, review the U.S. Department of Labor Field Assistance Bulletin No. 2023-022. PUMP Act rights are not provided to you if you are a crewmember employed by an air carrier, or if there are less than 50 employees in your organization and such requirements would pose an undue hardship on your employer.

For more information regarding your rights under the PWFA, review the U.S. Equal Employment Opportunity Commission guide at <https://www.eeoc.gov/wysk/what-you-should-know-about-pregnant-workers-fairness-act>. PWFA rights are provided to you if you work for a covered employer, including private and public sector employers with at least 15 employees, Congress, Federal agencies, employment agencies, and labor organizations. These rights are not provided to you if such requirements would pose an undue hardship on your employer.

## **Section 3**

### **Hours of Work and Payroll Practices**

#### **3.1 Pay Periods and Paydays**

Employees are paid on a bi-weekly basis. All employees will be paid every other Friday. All employees are paid by check on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

#### **3.2 Rest and Meal Periods**

All rest and meal periods will be in accordance with Minnesota state law.

Nonexempt employees will be provided an adequate rest period within each four-hour work period to utilize the nearest convenient rest room. This time is counted and paid as time worked. Nonexempt employees scheduled to work a continuous eight-hour period will be provided sufficient unpaid time for a meal period. Reasonable unpaid break time will also be provided to breast-feed an infant or express breast milk.

#### **3.3 Time Cards**

Nonexempt employees must keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way. Please text JoLyn (320-444-6800) at the end of each work day. Please include, start and stop times, lunch length, and which job site you were at.

### **3.4 Payroll Deductions**

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance and Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to accounting or human resources. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

### **3.5 Wage Garnishment**

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

## **Section 4**

### **Standards of Conduct and Employee Performance**

#### **4.1 Anti-Harassment/Discrimination**

The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity or expression, age, ancestry, physical or mental disability, genetic information, marital status, or any other classification protected by local, state, or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor, or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of their employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

#### **Prohibited Conduct:**

Prohibited harassment or discrimination includes any verbal, physical, or visual conduct based on sex, race, age, national origin, disability, or any other legally protected basis if:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
- (b) submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
- (c) it creates a hostile or offensive work environment.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar, or obscene remarks, jokes, posters, or cartoons, and any unwelcome touching, pinching, or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters, or cartoons based on race, national origin, age, disability, marital status, or other legally protected categories. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other online conduct.

#### **Complaint Procedure:**

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor, or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor, or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation which may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action.

To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, they may also contact the appropriate state or federal enforcement agency for legal relief.

#### **4.2 Attendance**

Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify their supervisor before their starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of their supervisor before leaving. If the employee fails to call their supervisor or report for work for 02 consecutive workdays, the employee will be deemed to have voluntarily resigned from their employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

#### **4.3 Discipline and Standards of Conduct**

As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment, or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be terminated immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property). Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination.

- (a) Dishonesty  
;
  
- (b) Falsification of the Company's records;
  
- (c) Unauthorized use or possession of property that belongs to the Company, a coworker, or of the public;

- (d) Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
  
- (e) Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
  
- (f) Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
  
- (g) Unauthorized or careless use of the Company's materials, equipment, or property;
  
- (h) Unauthorized and/or excessive absenteeism or tardiness;
  
- (i) Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
  
- (j) Sexual or other illegal harassment or discrimination;
  
- (k) Unauthorized use or disclosure of the Company's confidential information;

- (l) Violation of any Company policy.

#### **4.4 Dress Code**

No Shorts

Shirts are required

Must wear boots

Hard Hat and Hi-Viz as needed

#### **4.5 Safety**

The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety-conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accidents, and injuries, regardless of how minor so that any potential hazards can be corrected.

#### **4.6 Substance and Abuse**

The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase, or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

As part of our efforts to keep this environment safe and free of illegal drug use, we will conduct random and intermittent drug tests of all employees in positions where the safety or security of the employee or others is an issue.

In addition, we may ask any employee, regardless of job responsibilities, to submit to a drug test in the following circumstances:

- (a) When we suspect that the employee is under the influence of illegal drugs
  
- (b) When we suspect that the employee has been involved in the sale, purchase, use, or distribution of illegal drugs on the worksite or while performing job duties
  
- (c) When the employee has been involved in a workplace accident or incident
  
- (d) When the employee has been involved in an accident or incident offsite but while on Company business, or
  
- (e) When the employee has violated a safety rule

Any employee who feels they have developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

#### **4.7 Cell Phone Policy**

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep them in the vehicles when they are on a job site, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away, and other disciplinary action, up to and including termination, may be imposed.

## **Section 5**

### **Employee Benefits and Services**

#### **5.1 General**

The Company provides insurance programs as mandated by state and federal regulations for all employees. From time to time, benefits may be added or deleted. The Company reserves the right to make such changes.

This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact \_\_\_\_\_.

#### **5.2 Workers' Compensation**

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. Wolf Ridge Construction carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical, and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment.

#### **5.3 Social Security Benefits (FICA)**

During your employment, you and the Company both contribute funds to the federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

#### **5.4 Unemployment Insurance**

The Company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

## **Section 6**

### **Employee Leaves of Absence and Time Off**

## **6.1 General**

While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law, and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company's management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company's management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if leave is the most appropriate accommodation. The employee must provide a certification from their healthcare provider to the Company to support leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.

While the Company will make a reasonable effort to return the employee to their former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to their position, or any position, except as required by law.

## **6.2 Holidays**

Wolf Ridge Construction observes the following holidays:

- New Year's Day
  
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

An Observed Holiday is when a public federal holiday is celebrated on a date that is not the actual event's anniversary date. Here are two examples of observed holidays. If July 4th (Independence Day) falls on a Saturday, it is "observed" on the Friday before as a holiday (and is usually a day off work). When a federal holiday falls on a weekend, the holiday is usually observed the Friday before or the Monday after.

### **6.3 Family and Medical Leave**

Because of the Company's small size, we are not required to comply with the federal Family and Medical Leave Act (FMLA). However, we recognize that our employees may occasionally need to take unpaid leave to care for a new child, to care for a seriously ill family member, to handle an employee's own medical issues, or to handle issues relating to a family member's military service, possibly including caring for a family member who is injured while serving in the military.

If you anticipate that you might need time off to deal with family and medical issues, please speak with your supervisor. We will seriously consider every request on a case-by-case basis.

### **6.4 Workers' Compensation Leave**

Any employee who is unable to work due to a work-related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for employees eligible for FMLA leave.

## **6.5 Bereavement Leave**

In the event of a death in the immediate family, employees may have up to three working days, with pay, at their regular straight time rate or base salary, to handle family affairs and attend the funeral. "Immediate family" is defined as: father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents, and grandchildren.

## **6.6 Jury Duty**

U.S. citizens have a civic obligation to provide jury duty service when called. Employees are entitled up to \_\_\_\_\_ working days, with pay, at their regular straight time or base salary for jury duty.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover their duties. Employees are required to call in or report for work on those days or parts of days when their presence in court is not required.

Employees who are registered voters may be absent for the time necessary to appear at their polling place, cast a ballot for a local, state, and national election, and return to work. This time may be taken with pay.

## **At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook**

**Employee:** \_\_\_\_\_

I acknowledge that I have been provided with a copy of the Wolf Ridge Construction ("Company") Employee Handbook, which contains important information on the Company's policies, procedures, and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse, and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this Handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the Handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this Handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Company. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures, or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Company Employee Handbook. I have read (or will read) and agree to abide by the policies and procedures contained in the Handbook.

The Employer:

By:

Date:

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Ricky Wolf

Owner

The Employee:

By:

Date:

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